IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
ADVANTA CORP., *et al.*,	:	Case No. 09-13931 (KJC)
Debtors.[1]	:	(Jointly Administered)
	:	**Hearing Date: June 8, 2010 at 10:00 a.m.**
	:	**Objection Deadline: June 1, 2010 at 4:00 p.m.**

MOTION FOR AUTHORITY TO (I) SELL ASSETS OF BIZEQUITY CORP. FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (II) ASSUME AND ASSIGN CERTAIN CONTRACTS; AND (III) CHANGE NAME

BizEquity Corp. ("***BizEquity***"), as debtor and debtor in possession, respectfully represents:

Relief Requested

1. By this motion (the "***Motion***"), BizEquity seeks entry of an order substantially in the form annexed hereto as ***Exhibit A*** (i) authorizing, pursuant to section 363 of the Bankruptcy Code, the sale (the "***Sale***") of the Assets (as defined herein) to EMG

[1] The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), Advanta Credit Card Receivables Corp. (7955), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Information regarding the Debtors' businesses and the background relating to events leading up to these chapter 11 cases can be found in (i) the Declaration of William A. Rosoff in Support of the Debtors' Chapter 11 Petitions and First-Day Motions, filed on November 8, 2009 (the "***Rosoff Declaration***"), the date the majority of Debtors filed their petitions under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***"), and (ii) that certain supplement thereto, filed on November 20, 2009, the date Advanta Ventures Inc., BizEquity Corp., Ideablob Corp. and Advanta Credit Card Receivables Corp. filed their chapter 11 cases. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Further, in accordance with an order of this Court, the Debtors' cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***").

Technologies, LLC (the "***Buyer***") free and clear of all liens, claims, security interests and encumbrances pursuant to that certain Asset Purchase Agreement with the Buyer in substantially the form annexed hereto as ***Exhibit B*** (the "***APA***"); (ii) granting the Buyer the protections afforded a good faith purchaser by section 363(m) of the Bankruptcy Code; (iii) authorizing BizEquity to assume certain Assumed Contracts (as defined in the APA), a list of which is annexed hereto as ***Exhibit C***, and to assign the Assumed Contracts to the Buyer pursuant to the APA; and (iv) in accordance with the APA, authorizing BizEquity to change its name to "BE Corp."

2. BizEquity also seeks permission to reimburse the Buyer for its actual out-of-pocket fees, costs, and expenses incurred in connection with the negotiation, drafting, execution and delivery of the APA, including the fees, costs, and expenses of the Buyer's legal counsel and advisors, as reflected on invoices provided by the Buyer to BizEquity, if the Buyer is outbid by another party, if any, that submits a higher or better offer for the Assets (the "***Alternative Buyer***"), and BizEquity sells the Assets to the Alternative Buyer (the "***Termination Fee***"). (*See* APA § 8.2(b)).

3. In addition, to realize the sale in a more expeditious manner, BizEquity requests that any order approving the sale be effective immediately, and the Court waive any stay pursuant to Bankruptcy Rules 6004 and 6006 (as applicable).

Sale of BizEquity Assets

4. BizEquity previously operated a website at www.bizequity.com (the "***Website***") targeting small business owners, and providing them with tools and information to help determine the estimated value of their businesses. On December 18, 2009, the Website was taken offline as a result of BizEquity's chapter 11 filing. Since that date, BizEquity has

continued to pay certain internet domain registration fees, and other costs and expenses, to maintain the value of the Website and related assets.

5. In December 2009, BizEquity contacted ten third-parties thought to be likely acquisition candidates for BizEquity's assets based on their financial resources and familiarity with BizEquity's operations. BizEquity requested from such parties expressions of interest relating to the acquisition of BizEquity or its assets. Based on this request, BizEquity received five expressions of interest from prospective purchasers. Upon execution of non-disclosure agreements by the prospective purchasers, BizEquity provided the prospective purchasers with an information package giving an overview of the BizEquity assets available for sale. Following this step, four of the prospective purchasers indicated a willingness to begin due diligence with respect to the purchase of BizEquity's assets.

6. BizEquity held an online due diligence and auction process for these four prospective purchasers from April 14, 2010 through May 3, 2010 (the "***Auction Period***"), with all bids due by 5:00 p.m. (prevailing Eastern Time) on May 3, 2010. During the Auction Period, BizEquity made available further operational, technical and other due diligence materials relating to its assets, and also provided the prospective purchasers with a form of asset purchase agreement. During the Auction Period, BizEquity also received certain follow-up due diligence questions from the prospective purchasers, and responded to these in turn.

7. By the end of the Auction Period, BizEquity received three bids for its assets, while the fourth participant declined to bid. Entrepreneurs Management Group LLC, an affiliate of the Buyer, submitted a bid of $106,000, along with minimal and acceptable revisions to the form asset purchase agreement, on behalf of the Buyer (the "***EMG Bid***"). After due consideration of each of the three bids received, BizEquity selected the EMG Bid, subject to

finalizing the asset purchase agreement and receiving Court approval for the Sale, given that the EMG Bid was financially superior, and was otherwise reasonable in terms of amendments to the form of APA provided.

8. The salient terms of the APA, a copy of which is annexed hereto as ***Exhibit B***, are as follows:[2]

- **Purchase and Sale of Assets**: The Buyer has agreed to purchase all of the right, title and interest in and to all of the assets referred to in section 1.1 of the APA (the "***Assets***") from BizEquity. The Assets include, but are not limited to, BizEquity's (a) intellectual property; (b) software and other code; (c) internet URLs and domain names; (d) Website and other websites; (e) customer, costs and other information; (f) written technical information, data, and research and development information; and (g) certain Assumed Contracts. The Assets specifically exclude BizEquity's license to data from the National Business Database of Experian Information Services under an amendment, dated March 1, 2009, to the Business Marketing Services Master Agreement, dated February 28, 2000, between Experian Information Solutions, Inc. and Advanta Business Services Corp.

- **Payment of Purchase Price**: The purchase price is $106,000.00 (the "***Purchase Price***"). The Buyer will pay the Purchase Price in full by wire transfer of immediately available funds at Closing (as defined in the APA).

- **Cure Amounts**: At Closing, BizEquity is to pay such amounts determined by the Court to be necessary to cure monetary defaults, if any, and to pay for all actual or pecuniary losses that have resulted from any defaults, under the Assumed Contracts, over and above a floor of $2,500.00. The Buyer shall be responsible for all cure amounts up to the $2,500.00 floor.

- **Conditions Precedent to Obligations:** Closing is contingent on an order of the Court that: (i) authorizes the transfer of the Assets to the Buyer free and clear of all Encumbrances (as defined below), and determines that the Buyer is a good faith purchaser under 11 U.S.C. Section 365(m); and (ii) authorizes the assumption and assignment of the Assumed Contracts to the Buyer. BizEquity is also required to deliver certain documentation, including trademark assignments, at Closing.

[2] This summary is qualified in its entirety by reference to the provisions of the APA. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the APA.

- **No Encumbrances:** Subject to this Court's approval of the APA, the sale of the Assets to the Buyer will be free and clear of any and all claims, liens, encumbrances, judgments, and security interests ("***Encumbrances***").

- **Name Change:** As promptly as practicable following the Closing, BizEquity is required to either change its name or dissolve, and will not otherwise be permitted to use in commerce the name "BizEquity Corp."

- **Termination:** The APA may be terminated: (a) by mutual written consent of both parties; (b) by either party if required by law; (c) subject to certain conditions, if Closing does not occur on or before July 31, 2010; (d) by BizEquity, subject to certain conditions and limitations, if BizEquity receives a proposal from a third party to acquire all or substantially all of its assets or all or substantially all of its equity securities or assets, on terms which BizEquity's board of directors determines in good faith to be more favorable than the Sale (a "***Superior Company Proposal***"); and (e) by the Buyer, if the Court does not approve the Termination Fee (as defined below).

- **Termination Fee:** Should BizEquity receive a Superior Company Proposal and accept it, then upon termination of the APA, BizEquity shall pay the Buyer a termination fee (the "***Termination Fee***") in an amount equal to any and all out-of-pocket fees, costs and expenses incurred by the Buyer in connection with the negotiation, drafting, execution and delivery of the APA, including the fees, costs and expenses of the Buyer's advisors and legal counsel, as reflected on invoices provided by the Buyer to BizEquity, by wire transfer of immediately available funds no more than three (3) Business Days after the later of the date of such termination and the date on which the Buyer provides BizEquity with wire transfer instructions and such invoices.

Relief Requested Is Warranted and in the Best Interests of BizEquity and its Estate

A. Good Business Reasons Support BizEquity's Decision to Sell the Assets

9. Section 363(b)(1) provides, in relevant part, that "[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." The use, sale, or lease of property of the estate, other than in the ordinary course of business, is authorized when there is a "good business reason" that justifies such action. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of

Lionel Corp. and requiring good faith); *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2d Cir. 1983) ("The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application."); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 178 (D. Del. 1991) (affirming decision permitting debtor to sell assets where sound business reasons supported the sale); *In re Allegheny Int'l*, 117 B.R. 171 (W.D. Pa. 1990) (affirming bankruptcy court order allowing debtor to enter into financing arrangement because debtor provided good business reason for use of estate property pursuant to section 363(b)).

10. Good business reasons support BizEquity's decision to sell the Assets. BizEquity is in the process of winding down its operations, and as a result has taken the Website offline, and no longer invests or otherwise develops the Website or needs the other Assets. Given the speed at which internet-based technologies evolve, the Assets require ongoing development and maintenance to maintain or increase their relevance and value, both to BizEquity's estate, to prospective purchasers, and to customers and end-users of the Website. A failure to sell the Assets in a timely manner will result in the Assets depreciating in value, to the detriment of BizEquity and its estate. The net benefit to BizEquity's estate of consummating the Sale is approximately $106,000.00. The EMG Bid, or any Superior Company Proposal consummated, will therefore realize a greater return to BizEquity's estate than retaining the Assets or a liquidation of BizEquity, affording BizEquity with additional liquidity during its chapter 11 cases and providing for a greater recovery to creditors.

11. Accordingly, BizEquity has determined in its sound business judgment that the Sale pursuant to the APA and on the terms proposed in this Motion is in the best interests of BizEquity, its estate, and its creditors.

B. Auction of the Assets Is Not Required

12. In accordance with Bankruptcy Rule 6004(f)(1), asset sales outside of the ordinary course of business may be by private or public sale. FED. R. BANKR. P. 6004(f)(1). A debtor has broad discretion in determining the manner in which its assets are sold. *Berg v. Scanlon (In re Alisa P'ship)*, 15 B.R. 802, 802 (Bankr. D. Del. 1981) ("[T]he manner of [a] sale is within the discretion of the trustee . . ."); *In re Bakalis*, 220 B.R. at 531 (noting that a trustee has "ample discretion to administer the estate, including authority to conduct public or private sales of estate property") (internal quotations and citations omitted). As long as a debtor maximizes the return to its estate, a court should defer to a debtor's business judgment. *In re Dura Auto. Sys., Inc.*, No. 06-11202 (KJC), 2007 Bankr. LEXIS 2764, at *253 (Bankr. D. Del. Aug. 15, 2007) ("The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate." (internal citations omitted)); *In re Bakalis*, 220 B.R. at 532 (recognizing that although a trustee's business judgment enjoys great judicial deference, a duty is imposed on the trustee to maximize the value obtained from a sale); *In re Nepsco, Inc.*, 36 B.R. 25, 26 (Bankr. D. Me. 1983) ("Clearly, the thrust of th[e] statutory scheme [governing 363 sales] is to provide maximum flexibility to the trustee, subject to the oversight of those for whose benefit he acts, i.e., the creditors of the estate."). Accordingly, if a debtor concludes that conducting a private sale, as opposed to a public auction, is in the best interest of the estate, the debtor should be permitted to do so. *Penn Mut. Life Ins. Co. v. Woodscape Ltd. P'ship (In re Woodscape Ltd. P'ship)*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (noting that, with respect to sales of estate property, "[t]here is no prohibition against a private sale . . . and there is no requirement that the sale be by public auction.").

13. BizEquity has already engaged in a reasonable and thorough sale process for the Assets. As a result of the private auction carried out by BizEquity, BizEquity believes that it is in the best interests of its estate to accept the EMG Bid and consummate the Sale, and that a public auction will result in unnecessary additional costs to its estate that will likely yield no higher or better offers.

14. In light of the foregoing, BizEquity respectfully requests that, pursuant to section 363(b) of the Bankruptcy Code, the Court authorize the sale of the Assets as provided for herein.

C. Sale of the Assets of BizEquity Free and Clear of Liens, Claims, and Encumbrances Is Appropriate

15. BizEquity further submits that it is appropriate that the Assets be sold free and clear of liens, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances, or interests to attach to the sale proceeds thereof. Section 363(f) of the Bankruptcy Code provides:

> The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—
>
> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
>
> (2) such entity consents;
>
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> (4) such interest is in bona fide dispute; or
>
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) is stated in the disjunctive, when selling property of the estate it is only necessary to meet one of the five conditions of that section. 11 U.S.C. §

363(f). *See In re Kellstrom Indus. Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("Section 363(f) is written in the disjunctive, not the conjunctive. Therefore, if any of the five conditions is met, the debtor has the authority to conduct the sale free and clear of all liens." *citing Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988)).

16. BizEquity does not believe that any entity has a lien on the Assets. Nonetheless, with respect to any party asserting a lien, claim encumbrance, or other interest in the Assets, BizEquity anticipates that it will be able to satisfy one or more of the conditions set forth in section 363(f). Thus, the sale of the Assets free and clear of liens, claims, encumbrances, and other interests will satisfy the statutory prerequisites of section 363(f) of the Bankruptcy Code.

D. Protections as a Good Faith Buyer

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

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

Section 363(m) "fosters the 'policy of not only affording finality to the judgment of the bankruptcy court, but particularly to give finality to those orders and judgments upon which third parties rely.'" *In re Chateaugay Corp.*, 1993 U.S. Dist. Lexis 6130, *9 (S.D.N.Y. 1993) (quoting *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986)). *See also Allstate Ins. Co. v. Hughes*, 174 B.R. 884, 888 (S.D.N.Y. 1994) ("Section 363(m) . . . provides that good faith transfers of property will not be affected by the reversal or modification on appeal of an unstayed order, whether or not the transferee knew of the pendency of the appeal"); *In re Stein & Day,*

Inc., 113 B.R. 157, 162 (Bankr. S.D.N.Y. 1990) ("pursuant to 11 U.S.C. § 363(m), good faith purchasers are protected from the reversal of a sale on appeal unless there is a stay pending appeal").

18. The Sale is the result of arm's length, good-faith negotiations with the Buyer. The Buyer has not, in connection with the proposed transaction, engaged in any conduct that constitutes a lack of good faith. Accordingly, the Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code. *See In re Gucci*, 126 F.3d 380 (2d Cir. 1997) (a good faith purchaser is shown by integrity of his conduct during the course of the sale proceedings); *In re Bakalis*, 220 B.R. 525, 537 (Bankr. E.D.N.Y. 1998) (a determination of bad faith must be based on untoward conduct by the purchaser, such as fraud or collusion) (citing *Gucci*, 126 F.3d 380); *Cmty. Thrift & Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir. 1985) (a good faith purchaser is one that has not engaged in conduct involving fraud or collusion nor has sought to take grossly unfair advantage of other bidders). In addition, neither BizEquity nor the Buyer have engaged in any conduct that would cause or permit the application of section 363(n) of the Bankruptcy Code to the transactions contemplated by the APA.

E. Termination Fee Is Warranted and Should be Approved

19. In connection with the Sale, BizEquity is seeking authorization to pay the Termination Fee described herein, if necessary. Approval of termination fees as a form of bidder protection in connection with a sale of assets pursuant to section 363 of the Bankruptcy Code has become a recognized practice in chapter 11 cases because it enables a debtor to ensure a sale to a contractually committed buyer at a price the debtor believes is fair, while providing the debtor with the potential of obtaining an enhanced recovery by allowing other bids to be made. *See, e.g., In re Fortunoff Fine Jewelry and Silverware, LLC*, Case No. 08-10353 (JMP) (Bankr.

S.D.N.Y. February 22, 2008) (approving break-up fee); *In re Bally Total Fitness of Greater New York, Inc.*, Case No. 07-12395(BRL) (Bankr. S.D.N.Y. Aug. 21, 2007) (approving break-up fee and expense reimbursement); *In re G+G Retail, Inc.*, Case No. 06-10152 (RDD) (Bankr. S.D.N.Y. Jan. 30, 2006); *In re Footstar, Inc.* Case No. 04-22350 (ASH) (Bankr. S.D.N.Y. Apr. 6, 2004) (authorizing the debtors to enter into purchase agreements with break-up fees); *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc., (In re Integrated Res., Inc.)*, 147 B.R. 650 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993) (approving break-up fee and expense reimbursement); *In re Twinlab Corp., et al.*, Case No. 03-15564 (CB) (Bankr. S.D.N.Y. 2003) (approving break-up fee and expense reimbursement); *In re Adelphia Business Solutions, Inc., et al.*, Case No. 02-11389 (REG) (Bankr. S.D.N.Y. 2002) (approving break-up fee and expense reimbursement). Bankruptcy courts have approved bidding incentives similar to the Termination Fee under the "business judgment rule," pursuant to which courts typically grant deference to the actions of a corporation's board of directors taken in good faith and in the exercise of sound business judgment.

20. Here, the Termination Fee meets the "business judgment rule" standard. The Termination Fee is fair and reasonable in amount, particularly in view of the efforts that have been and will have to be expended by the Buyer to purchase the Assets. Moreover, the Termination Fee will enable BizEquity to allow competing bids to be made in the form of a Superior Company Proposal, which may be materially higher or otherwise better than the EMG Bid, a clear benefit to BizEquity's estate.

21. BizEquity submits that the proposed Termination Fee will not chill bidding, is reasonable, and its availability to BizEquity will enable BizEquity to maximize the value of its estate. Accordingly, BizEquity should be authorized to pay the Termination Fee

pursuant to the terms of the APA if a Superior Company Proposal is made and accepted by BizEquity, and BizEquity deems payment of the Termination Fee necessary in its business judgment.

F. Assumption and Assignment of the Assumed Contracts Is Warranted under Section 365 of the Bankruptcy Code

(i) Assumption and Assignment of the Assumed Contracts Is Within BizEquity's Business Judgment

22. Pursuant to the APA, BizEquity is required to seek to assume the Assumed Contracts and the obligations thereunder, and to subsequently assign the Assumed Contracts to the Buyer. Section 365 of the Bankruptcy Code provides as follows:

> (a) Except as provided in . . . subsections (b), (c), and (d) of this section, the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor.

See 11 U.S.C. §§ 365(a), (b)(1).

Accordingly, section 365 authorizes the proposed assumption of the Assumed Contracts by BizEquity. The assumption of a contract by a debtor is subject to review under the business judgment standard. *In re Federated Dept. Stores, Inc.*, 131 B.R. 808, 811 (S.D. Ohio 1991) ("Courts traditionally have applied the business judgment standard in determining whether to authorize the rejection of executory contracts and unexpired leases"). If a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of the unexpired contract. *See, e.g., NLRB v. Bildisco and Bildisco,* 465 U.S. 513, 523 (1984); *Group of Institutional Investors v. Chicago M. St. P. & P.R.R. Co.,* 318 U.S. 523 (1943); *In re Market Square Inn, Inc.*, 978 F.2d 116,121 (3d Cir. 1992) (holding that the "resolution of [the] issue of assumption or rejection will be a matter of business judgment").

23. The business judgment rule shields a debtor's management from judicial second-guessing. *Id.; In re Johns-Manville Corp.,* 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986)

("[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions."). Once a debtor articulates a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (*quoting Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Indeed, when applying the "business judgment" rule, courts show great deference to a debtor's decision to assume a contract. *See Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of a debtor's decision to assume an executory contract "should be granted as a matter of course"). Thus, this Court should approve the assumption of the Assumed Contracts if BizEquity is able to demonstrate a sound business justification therefor. *See In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Delaware Hudson Ry. Co.*, 124 B.R. 169, 179 (Bankr. D. Del. 1991).

24. As noted above, the assumption of the Assumed Contracts is required so that they may be assigned to the Buyer pursuant to the APA. BizEquity has carefully reviewed the economic benefits of assumption and assignment of the Assumed Contracts and believes that its decision to assume the Assumed Contracts is within BizEquity's sound business judgment, as the assumption of the Assumed Contracts will permit the consummation of the Sale, thereby benefiting BizEquity's estate in the amount of the Purchase Price, while avoiding any future liability under the Assumed Contracts. Accordingly, BizEquity believes that assuming the Assumed Contracts is in the best interests of BizEquity's estate, its creditors, and all other parties in interest.

(ii) *Buyer and BizEquity Will Pay Cure Amounts, If Any*

25. The APA provides that, to the extent that any cure payments are required, the Buyer will pay all cure amounts up to and including $2,500.00 in the aggregate, and thereafter, BizEquity will be required to pay the balance of the cure amounts, if any. Section 365 of the Bankruptcy Code provides as follows:

> (b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee:
>
> > (A) cures, or provides adequate assurance that the trustee will promptly cure such default;
> >
> > (B) compensates or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
> >
> > (C) provides adequate assurance of future performance under such contract or lease. . . .

See 11 U.S.C. §§ 365(b)(1).

26. Accordingly, section 365 authorizes the proposed assumption of the Assumed Contracts, provided that any defaults under the Assumed Contracts are cured, or adequate assurance is given by the debtor that the default will be promptly cured. To the best of BizEquity's knowledge, there have been no performance, financial or other defaults under the Assumed Contracts that need to be cured, and therefore no cure amounts are owed. The Assumed Contracts Counterparties (as defined in ***Exhibit C*** hereto) are being served with this Motion, and will have the opportunity to object if they believe otherwise. Should a cure amount be owed, the APA contains a mechanism for apportioning any liability for cure amounts as described above.

(iii) BizEquity Can Demonstrate Adequate Assurance of Future Performance

27. Section 365 of the Bankruptcy Code provides as follows:

> (f)(2) The trustee may assign an executory contract or unexpired lease of the debtor only if –
>
> > (A) the trustee assumes such contract or lease in accordance with the provisions of this section; and
> >
> > (B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

See 11 U.S.C. §§ 365(f)(2).

28. Thus, in addition to the above, provided that adequate assurance of future performance is provided to the Assumed Contracts Counterparties, BizEquity may assign the Assumed Contracts to the Buyer once they have been assumed by BizEquity.

29. The words "adequate assurance of future performance" must be given a "practical, pragmatic construction" in "light of the proposed assumption." *In re Fleming Cos.*, 499 F.3d 300 (3d Cir. 2007) (*quoting Cinicola*, 248 F.3d at 120 n. 10); *see also Carlisle Homes, Inc. v. Arrari* (*In re Carlisle Homes, Inc.*), 103 B.R. 524, 538 (Bankr. D.N.J. 1989) (same); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) ("Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.").

30. Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of a lease from debtor has

financial resources and has expressed a willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding; chief determinant of adequate assurance is whether rent will be paid); *see also In re Vitanza*, Case No. No. 98-19611 (DWS), 1998 WL 808629, at *26 (Bankr. E.D. Pa. 1998) ("The test is not one of guaranty but simply whether it appears that the rent will be paid and other lease obligations met.").

31. As set forth above, BizEquity will be assuming and assigning the Assumed Contracts to the Buyer, who was initially selected due to its financial condition and ability to consummate the Sale. BizEquity submits that the Buyer's financial condition provides sufficient adequate assurance, and that the assignment of the Assumed Contracts to the Buyer as part of the Sale should be approved.

G. BizEquity Should be Authorized to Effectuate Its Name Change

32. Section 6.6 of the APA provides as follows:

> Name Change. As promptly as practicable following the Closing, Seller will change its name or dissolve and will not otherwise use in commerce the name "BizEquity Corp."

33. Section 105(a) of the Bankruptcy Code provides a bankruptcy court with broad powers in the administration of a case under title 11. Section 105(a) of the Bankruptcy Code provides that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title" and further that "no provision of this title shall be construed to preclude the court from . . . taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules." 11 U.S.C. § 105(a). Pursuant to section 105(a), a court may fashion an order or decree that helps preserve or protect the value of a debtor's assets. *See, e.g., Gilman v. Continental Airlines*, 254 B.R. 93, 97 (Bankr. D. Del. 1998) (holding that section 105(a) gives a bankruptcy court discretion to issue any order, process or judgment that is "necessary or appropriate to carry out the purposes of the Bankruptcy

Code, which was intended to provide protection to debtors."), *rev'd on other grounds*, 203 F.3d 203 (3rd Cir. 2000); *In re Chinichian*, 784 F.2d 1440, 1443 (9th Cir. 1986) ("Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code."); *Bird v. Crown Convenience* (*In re NWFX, Inc.*), 864 F.2d 588, 590 (8th Cir. 1988) ("The overriding consideration in bankruptcy . . . is that equitable principles govern."); *In re Cooper Properties Liquidating Trust, Inc.*, 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) ("the bankruptcy court is one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of their creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws.").

34. As noted above, the APA requires BizEquity to change its name as a result of the Sale. Approval of the name change by the Court is required to enable BizEquity to effectuate its name change under Section 303 of the General Corporation Law of the State of Delaware (the "***Delaware Corporation Law***"). Section 303 of the Delaware Corporation Law provides that a corporation incorporated in Delaware which has commenced a case under the Bankruptcy Code "may put into effect and carry out any decrees and orders of the court or judge in such bankruptcy proceeding and may take *any corporate action* provided or directed by such decrees and orders, *without further action by its directors or stockholders*," including, "amend[ing] its articles of incorporation" to, among other things, effectuate a change of name. 8 Del. Code § 303(a), (b). Accordingly, BizEquity seeks approval of the Court to change its name to "BE Corp." (the "***Name Change***").

35. In addition, to effectuate the Name Change, BizEquity requests that the Court authorize the Clerk of the United States Bankruptcy Court for the District of Delaware to take whatever actions are necessary to update the ECF filing system to reflect the Name Change.

36. Courts in this district have entered similar orders authorizing the change of corporate names. *See, e.g.*, *In re SN Liquidation, Inc.*, Chapter 11 Case No. 07-11666 (KG) (Bankr. D. Del. January 29, 2008) (authorizing change of debtor's name and caption from Inphonic, Inc. to SN Liquidation, Inc. after a sale of substantially all of the debtors' assets); *In re NII Holdings, Inc.*, 288 B.R. 356, 373 (Bankr. D. Del. 2002) (holding that "[p]ursuant to section 1142(b) of the Bankruptcy Code and section 303 of the Delaware General Corporate Law . . . the Debtors . . . are authorized to: (i) cause to be filed with the Secretary of State of the State of Delaware . . . (B) certificates of incorporation . . . or certificates or articles of amendment thereto); *In re Vencor, Inc.*, 2001 WL 34135323, at *12 (Bankr. D. Del. 2001) (holding that debtors were authorized under section 303 of the Delaware Corporation Law to "take any and all actions reasonably necessary to implement the transactions contemplated by the Confirmation Order, including . . . amend[ing] . . . the certificates of incorporation . . . to effectuate a change of name . . . ." all without further corporate action or action by stockholders.).

37. Accordingly, BizEquity's request to change its corporate name is necessary, appropriate, and in the best interest of its estate and creditors.

Waiver of Bankruptcy Rules 6004 and 6006

38. BizEquity seeks as prompt a Closing as possible to preserve and maximize its recovery from the proposed transaction. In light of the foregoing, BizEquity requests that any order approving the Sale be effective immediately by waiving any stay pursuant to Bankruptcy Rule 6004.

Jurisdiction

39. This Court has jurisdiction to consider this matter and grant the relief requested herein pursuant to 28 U.S.C. §§ 157 and 1334. A proceeding to consider and grant

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

Notice

40. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the statutory committee of unsecured creditors; (iii) Bank of New York Mellon, as trustee under the Investment Note Indenture, and Law Debenture Trust Company of New York, as trustee under the 8.99% Indenture (both as defined in the Rosoff Declaration); (iv) the Buyer; (v) the Assumed Contracts Counterparties; and (vi) those parties who have requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "***Notice Parties***"). BizEquity respectfully submits that no further notice of this Motion is required.

No Prior Request

41. No previous request for the relief sought herein has been made to this or any other Court.

WHEREFORE, BizEquity respectfully requests that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: May 18, 2010
Wilmington, Delaware

Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

WEIL, GOTSHAL & MANGES LLP
Marcia L. Goldstein
Robert J. Lemons
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

ATTORNEYS FOR
DEBTORS AND DEBTORS IN
POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
ADVANTA CORP., *et al.*,	:	Case No. 09-13931 (KJC)
Debtors.[1]	:	(Jointly Administered)
	:	**Hearing: June 8, 2010 at 10:00 a.m. (EDT)**
	:	**Obj. Deadline: June 1, 2010 at 4:00 p.m. (EDT)**

NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on May 18, 2010, Advanta Corp. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "***Debtors***") filed the **Motion for Authority to (I) Sell Assets of BizEquity Corp. Free and Clear of Liens, Claims, and Encumbrances; (II) Assume and Assign Certain Contracts; and (III) Change Name** (the "***Motion***") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "***Bankruptcy Court***").

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, filed with the Clerk of the Bankruptcy Court and served upon and

[1] The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), Advanta Credit Card Receivables Corp. (7955), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477-0844. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5, Las Vegas, Nevada 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801.

received by the undersigned counsel for the Debtors on or before **June 1, 2010 at 4:00 p.m. (Eastern Daylight Time).**

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed, served and received and such objection is not otherwise timely resolved, a hearing to consider such objection and the Motion will be held before The Honorable Kevin J. Carey at the Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801 on **June 8, 2010 at 10:00 a.m. (Eastern Daylight Time)**.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 18, 2010
Wilmington, Delaware

Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

WEIL, GOTSHAL & MANGES LLP
Marcia L. Goldstein
Robert J. Lemons
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
ADVANTA CORP., *et al.*,	:	Case No. 09-13931 (KJC)
Debtors.[1]	:	(Jointly Administered)
	:	**Re: Docket No. ___**

ORDER AUTHORIZING
(I) THE SALE OF ASSETS OF BIZEQUITY CORP.
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES;
(II) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
CONTRACTS; AND (III) THE NAME CHANGE

Upon the motion, dated May 18, 2010 (the "***Motion***"), of BizEquity Corp. ("***BizEquity***"), as debtor and debtor in possession, pursuant to section 363 of title 11 of the United States Code (the "***Bankruptcy Code***"), for authorization to consummate the sale of the Assets, all as more fully described in the Motion[2]; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and

[1] The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Advanta Ventures Inc. (5127), BizEquity Corp. (8960), Ideablob Corp. (0726), Advanta Credit Card Receivables Corp. (7955), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328).

[2] Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the relief requested in the Motion being in the best interests of BizEquity, its estate and its creditors; and the Court having reviewed the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court, and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is GRANTED; and it is further

ORDERED that the APA, in substantially the form annexed as ***Exhibit B*** to the Motion, and all of the terms and conditions thereof, is approved; and it is further

ORDERED that the failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety; and it is further

ORDERED that pursuant to section 363(b) of the Bankruptcy Code, BizEquity is authorized to perform its obligations under and comply with the terms of the APA, including consummating the Sale, pursuant to and in accordance with the terms and conditions of the APA; and it is further

ORDERED that BizEquity is authorized to execute and deliver, and empowered to perform under, all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, and to take all further actions as may be reasonably required for the purpose of assigning, transferring, granting, conveying and conferring the Assets to the Buyer, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA; and it is further

ORDERED that the Termination Fee is approved and authorized to be paid pursuant to the terms of the APA; and it is further

ORDERED that, pursuant to section 363(f) of the Bankruptcy Code, the Sale shall be free and clear of any and all liens, claims and encumbrances against the Assets, with such liens, claims and encumbrances, if any, to attach to the proceeds of the Sale with the same force, effect, and priority as such liens, claims and encumbrances have on the Assets, as appropriate; and it is further

ORDERED that the transactions contemplated by the APA are undertaken by the Buyer 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 Sale shall not affect the validity of the sale of the Assets to the Buyer, unless such authorization is duly stayed pending such appeal. The Buyer is a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. In the event that BizEquity consummates a Superior Company Proposal and sells the Assets to an Alternate Buyer, the good faith finding in the preceding sentence shall not be applicable to such Alternate Buyer absent further order of the Court; and it is further

ORDERED that the consideration provided by the Buyer for the Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code; and it is further

ORDERED that the assumption of the Assumed Contracts, subject to Closing (as defined in the APA) and such other conditions as may be imposed by the APA, is approved. BizEquity is authorized to assign the Assumed Contracts in connection with the transactions contemplated under the APA with such assignment being effective as of Closing (as defined in the APA). Pursuant to section 363(k) of the Bankruptcy Code, other than as provided for in the

APA, upon the assignment of the Assumed Contracts to the Buyer, BizEquity shall have no further liability or obligations with respect thereto; and it is further

ORDERED that the Court finds that BizEquity has not committed any defaults under the Assumed Contracts and no cure is required to pursuant to 11 U.S.C. § 365(b); and it is further

ORDERED that the rights and defenses of BizEquity and any other party in interest with respect to any assertion that any liens, claims and encumbrances will attach to the proceeds of the Sale are hereby preserved; and it is further

ORDERED that BizEquity is authorized and empowered to effectuate the change of its corporate name to "BE Corp." without further action by its directors or stockholders and that the Clerk of the Court shall take whatever actions are necessary to reflect the Name Change on the ECF filing system; and it is further

ORDERED that any stay under Bankruptcy Rule 6004 (as applicable) is waived; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: June _____, 2010
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated May 14, 2010, by and between BizEquity Corp., a Delaware corporation ("**Seller**"), and EMG Technologies, LLC, a Delaware limited liability company ("**Buyer**").

BACKGROUND

A. Seller is a debtor-in-possession under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "**Bankruptcy Code**"), and filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on November 20, 2009, in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") (Case No. 09-13931 (KJC)) (the "**Bankruptcy Case**");

B. Seller previously operated a website at www.bizequity.com ("**Website**");

C. Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase from Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code, certain assets of Seller, as more specifically provided herein;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I. PURCHASE AND SALE OF ASSETS

Section 1.1 Purchase and Sale of Assets. Upon the terms and conditions herein set forth and except as specified on **Schedule 1.1**, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, at the Closing (as hereinafter defined) all of Seller's right, title and interest in and to all of the assets referred to below in this **Section 1.1** (collectively, the "**Assets**"), free and clear of all security interests, liens and encumbrances (collectively, "**Encumbrances**"):

(a) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and materials and analyses prepared by consultants and other third parties;

(b) all United States, state, multinational and foreign intellectual property, including patents, copyrights, trade names, trademarks, service marks, slogans, logos, trade dresses and other source indicators and the goodwill of the business symbolized thereby (including the Registered Intellectual Property); all registrations, applications, recordings, disclosures, renewals, continuations, continuations-in-part, divisions, reissues, reexaminations, foreign counterparts, and other legal protections and rights related to any of the foregoing; mask works, trade secrets, inventions and other proprietary information, including know-how,

processes, formulae, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals, discoveries, inventions, licenses from third-parties granting the right to use any of the foregoing and all tangible embodiments of the foregoing in whatever form or medium;

(c) all computer applications, programs, software and other code (in object and source code form), including operating software, network software, firmware, middleware, design software, design tools, systems documentation, instructions, ASP, HTML, DHTML, SHTML and XML files, cgi and other scripts, APIs, web widgets, algorithms, models, methodologies, files, documentation related to any of the foregoing and all tangible embodiments of the foregoing in whatever form or medium;

(d) all internet URLs and domain names (including the Registered Intellectual Property);

(e) all websites (including the Website), databases, content, text, graphics, images, audio, video, data and other copyrightable works or other works of authorship including all translations, adaptations, derivations and combinations thereof; and

(f) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, subscriber, customer and vendor data, correspondence and lists, product literature and other advertising and promotional materials, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, server and traffic logs, quality records and reports and other books, records, studies, surveys, reports, plans, business records and documents.

Section 1.2 Excluded Assets. Buyer and Seller acknowledge and agree that Buyer is not buying, and Seller is not selling, any of the assets listed on **Schedule 1.1** or any assets not listed in **Section 1.1**.

Section 1.3 Non-Assumption of Liabilities. Buyer will not by virtue of this Agreement assume any of Seller's liabilities or obligations, whether such liabilities are known or unknown, actual or contingent, liquidated or unliquidated (the "**Liabilities**") except that Buyer will assume Seller's obligations under the contracts listed on **Schedule 1.3** (the "**Assumed Contracts**") to the extent, and only to the extent, arising after the Closing.

ARTICLE II. PAYMENTS

Section 2.1 Purchase Price. In consideration for the sale of the Assets to Buyer, Buyer will pay to Seller $106,000.00 (the "**Purchase Price**"). The Purchase Price will be paid at the Closing in immediately available funds by Buyer to Seller by wire transfer to an account designated by Seller. At Closing and pursuant to Section 365 of the Bankruptcy Code, Seller will assume and assign to Buyer and Buyer will assume from Seller, the Assumed Contracts. The cure amounts, as determined by the Bankruptcy Court, if any, necessary to cure all monetary defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts shall be paid by Buyer in an amount not to exceed $2,500.00, on or before Closing. Seller shall be responsible for the payment of any additional amounts necessary to cure monetary defaults and shall have cured all nonmonetary defaults under the Assumed

Contracts other than any default of the types listed in Section 365(b)(2) of the Bankruptcy Code. Seller represents and warrants that no uncured non-monetary defaults will exist on the Closing Date with regard to the Assumed Contracts other than any defaults of the types listed in Section 365(b)(2) of the Bankruptcy Code.

Section 2.2 Allocation of Purchase Price. The Purchase Price payable hereunder will be allocated in accordance with **Schedule 2.2**. Neither Seller nor Buyer will take any position or action with any taxing Authority which is inconsistent with such allocation. Each Party agrees to take any and all action and sign any and all documents reasonably requested by the other Party to give effect or evidence of such allocation, including without limitation, any forms required to be filed with the Internal Revenue Service.

ARTICLE III. THE CLOSING

Section 3.1 Time of Closing. The closing of the purchase and sale of the Assets hereunder (the "**Closing**") will take place at the offices of Connolly, Bove, Lodge & Hutz, LLP, 1007 N. Orange Street, 9th floor, Wilmington, DE on the date that is two Business Days following the satisfaction or waiver of the conditions set forth in **Article VII** (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the Parties. The date on which the Closing will be held is referred to in this Agreement as the "**Closing Date**." Unless otherwise agreed by the Parties in writing, the Closing will be deemed effective and all right, title and interest of Seller to be acquired by Purchaser hereunder will be considered to have passed to Purchaser as of 12:01 a.m. (Eastern time) on the Closing Date.

Section 3.2 Delivery of Items by Seller. Seller will deliver to Buyer at the Closing the items listed below:

(a) a bill of sale in the form of **Exhibit A**, duly executed by Seller;

(b) an assignment and assumption agreement in the form of **Exhibit B** (the "**Assignment and Assumption Agreement**"), duly executed by Seller;

(c) an assignment of U.S. trademark registrations and applications included in the Assets in the form of **Exhibit C**, duly executed by Seller;

(d) an assignment of U.S. copyrights included in the Assets in the form of **Exhibit D**, duly executed by Seller;

(e) copies, certified by the secretary of Seller, of resolutions duly adopted by the Board of Directors of Seller and its sole shareholder (to the extent required by law) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein;

(f) an order of the Bankruptcy Court that: (i) authorizes the transfer of the Assets to Buyer free and clear of all Encumbrances, and determines that Buyer is a good faith purchaser under 11 U.S.C. Section 365(m); (ii) authorizes the assumption and assignment of the Assumed Contracts to Buyer; and (iii) has not been stayed, reversed or amended and the time, as

computed under the Federal Rules of Bankruptcy Procedure, to appeal or seek review or rehearing of such order (or any revision, modification or amendment thereof) has expired and no appeal or petition for review or rehearing of such order was filed, or if filed, remains pending (a **"Final Approval Order"**).

(g) a certificate of Seller certifying that (i) all representations and warranties of Seller contained in this Agreement are true and correct in all material respects on the Closing Date, and (ii) all covenants of Seller required by this Agreement to be performed by Seller prior to Closing have been performed in all material respects; and

(h) evidence of receipt of all consents and approvals required to be obtained by Seller for the consummation of the transactions contemplated hereby pursuant to the provisions of **Section 4.4**.

Section 3.3 Delivery of Items by Buyer. Buyer will deliver to Seller at Closing the items listed below:

(a) the Purchase Price payable pursuant to **Section 2.1(a)**.

(b) the Assignment and Assumption Agreement, duly executed by Buyer;

(c) a copy, certified by the Board of Managers of Buyer, of resolutions duly adopted by the Board of Managers of Buyer authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein; and

(d) a certificate of Buyer certifying that (i) all representations and warranties of Buyer contained in this Agreement are true and correct in all material respects as of the Closing, and (ii) all covenants of Buyer required by this Agreement to be performed by Buyer prior to Closing have been performed in all material respects.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth on the Seller's Disclosure Schedule, Seller hereby represents and warrants to Buyer, as of the date of this Agreement (except if another date is specified in the representation or warranty) as follows:

Section 4.1 Organization and Standing of Seller. Seller is a corporation, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own and to sell the Assets and to conduct its business as now conducted, and to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

Section 4.2 Validity of Agreement. The execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby have been authorized and approved by all necessary action on the part of Seller. This Agreement has been duly and validly executed by Seller and is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency and other similar laws affecting creditors' right generally.

Section 4.3 No Violation. The execution, delivery and performance of this Agreement by Seller, and compliance with the terms and provisions of this Agreement do not, (a) result in the breach of or conflict with any of the terms and provisions of Seller's certificate of incorporation, or (b) conflict with, violate or result in a mutual breach of or default under any of the terms of any material agreement to which Seller is a party or by which Seller is bound.

Section 4.4 Consents. **Schedule 4.4** contains a list of all consents and approvals which are required to be obtained by Seller for the consummation of the transactions contemplated by this Agreement, including assignment to and assumption by Buyer of the Assumed Contracts.

Section 4.5 Intellectual Property Rights.

(a) **Schedule 4.5(a)** contains a complete list of any and all registered patents, copyrights, trade names, trademarks, service marks, internet URLs and domain names owned by Seller and all applications for such registration ("**Registered Intellectual Property**").

(b) To Seller's knowledge, neither the Registered Intellectual Property nor operations of the Website, as previously operated by Seller, infringes any intellectual property owned by any other Person. Seller has received no written notice of any adversely held patent, trademark, copyright, service mark, trade name or trade secret of any other person alleging or threatening to assert that Seller's operation of the Website or its use of any of the Registered Intellectual Property infringes or infringed upon any intellectual property of any other Person. To Seller's knowledge, there is no substantial basis for any claim asserting any such infringement.

Section 4.6 Title to the Assets. Seller has good and valid title to all of the Assets, and as of the Closing the Assets will be free and clear of all Encumbrances.

Section 4.7 No Brokers or Finders. No broker, finder or investment banker is entitled to any fee or commission in connection with the transactions contemplated hereby based upon any arrangements made by or on behalf of Seller.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Seller:

Section 5.1 Organization of Buyer. Buyer is a Delaware limited liability company, validly existing and in good standing under the laws of the State of Delaware.

Section 5.2 Validity of Agreement. Buyer has all requisite power and authority to execute, deliver and perform this Agreement. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary action on the part of Buyer, and this Agreement is the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

Section 5.3 No Violation. The execution, delivery and performance of this Agreement and compliance with the terms and provisions of this Agreement do not and will not, with or without the giving of notice, the lapse of time or both (a) result in the breach of or conflict with any of the terms and provisions of Buyer's organizational documents, (b) conflict with, violate or result in a breach of or default under any of the terms, provisions of, any contract or other instrument to which Buyer is a party or by which Buyer is bound, or (c) require Buyer to obtain the consent or approval or authorization of any other Person.

Section 5.4 No Brokers or Finders. No broker, finder or investment banker is entitled to any fee or commission in connection with the transactions contemplated hereby based upon any arrangements made by or on behalf of Buyer.

ARTICLE VI. FURTHER COVENANTS AND AGREEMENTS

Section 6.1 Court Approval. As promptly as practicable following the execution of this Agreement, Seller will file with the Bankruptcy Court a motion seeking approval of this Agreement as a private sale. Seller agrees to work cooperatively with Buyer to assure that the terms and details of the motion shall accomplish the objective set forth in this Agreement and be acceptable to Buyer, in its reasonable discretion. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of an order approving this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

Section 6.2 Taxes. Buyer will pay when due any sales, transfer, excise, or other taxes which may be imposed in any jurisdiction in connection with or arising from the sale and transfer of any of the Assets to Buyer.

Section 6.3 Expenses. Buyer and Seller will bear their own respective expenses incurred in connection with this Agreement and the transactions contemplated herein.

Section 6.4 Public Announcement. Buyer will not issue any press release or make any public announcement or public statement relating to this Agreement or any other matter referred to herein unless the timing and text of such announcement, release or statement has been approved by Seller.

Section 6.5 Access to Information. Prior to Closing, Seller will give to Buyer and its agents reasonable access during normal business hours to all of the Assets and the Seller's records relating thereto.

Section 6.6 Name Change. As promptly as practicable following the Closing, Seller will change its name or dissolve and will not otherwise use in commerce the name "BizEquity Corp."

ARTICLE VII. CONDITIONS TO CLOSING

Section 7.1 Conditions to the Obligations of Buyer to Close. The obligation of Buyer to close hereunder will be subject to satisfaction or waiver by Buyer of the following conditions at or prior to the Closing:

(a) Seller will have delivered to Buyer each of the items listed in **Section 3.2**;

(b) Each of the representations and warranties of Seller made in this Agreement will be true and correct in all material respects as of the Closing Date;

(c) Seller will have performed all of the covenants in this Agreement to be performed by Seller prior to the Closing;

(d) No action, suit or proceeding by or before any Authority will be pending, the effect of which would restrain or prohibit the transactions contemplated by this Agreement; and

(e) All consents and approvals set forth in **Schedule 4.4** will have been obtained.

Section 7.2 Conditions to the Obligations of Seller to Close. The obligation of Seller to close hereunder will be subject to satisfaction or waiver by Seller of the following conditions at or prior to the Closing:

(a) Buyer will have delivered to Seller each of the items listed in **Section 3.3**;

(b) Each of the representations and warranties of Buyer made in this Agreement will be true and correct in all material respects as of the Closing Date;

(c) Buyer will have performed all of the covenants in this Agreement to be performed by Buyer prior to the Closing; and

(d) No action, suit or proceeding by or before any Authority will be pending, the effect of which would restrain or prohibit the transactions contemplated by this Agreement.

ARTICLE VIII. TERMINATION

Section 8.1 Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) by the mutual written consent of Buyer and Seller; or

(b) by either Buyer or Seller, if any Authority will have issued any ruling, writ or injunction, or taken any other action then in effect, restraining, enjoining or otherwise prohibiting the transactions contemplated hereby, and all appeals and means of appeal therefrom have been exhausted;

(c) if the Closing will not have occurred on or before July 31, 2010; provided, however, that the right to terminate this Agreement pursuant to this **Section 8.1(c)** will not be available to any Party whose breach of any representation or warranty or failure to perform or comply with any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

(d) by Seller if (i) Seller receives a Superior Company Proposal, (ii) in light of such Superior Company Proposal a majority of the Seller's board of directors determines in good faith, after consultation with outside counsel, that the failure to withdraw or modify its recommendation of this Agreement to the Bankruptcy Court would be inconsistent with the board's exercise of its fiduciary duty under applicable Law, (iii) Seller notifies Buyer in writing of the determinations described in clause (ii) above, (iv) at least five Business Days following the notice referred to in clause (iii) above, and taking into account any revised proposal made by Buyer after such notice, such Superior Company Proposal remains a Superior Company Proposal and a majority of Seller's board of directors again makes the determinations referred to in clause (ii) above, and (v) Seller's board of directors concurrently approves, and Seller concurrently enters into, subject to Bankruptcy Court approval, a definitive agreement providing for the implementation of such Superior Company Proposal; and

(e) by Buyer if the Bankruptcy Court does not approve the termination fee set forth in **Section 8.2(b)**.

Section 8.2 Effect of Termination.

(a) Each Party's right of termination under **Section 8.1** is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to **Section 8.1**, all obligations of the Parties under this Agreement will terminate, except as provided in Section 8.2(b) and except as provided in **Section 8.3**, provided, however, that, if this Agreement is terminated pursuant to **Section 6.1(c)** because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's Default, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

(b) Upon termination of this Agreement pursuant to **Section 8.1(d)**, Seller will pay Buyer a termination fee in an amount equal to any and all out-of-pocket fees, costs and expenses incurred by Buyer in connection with the negotiation, drafting, execution and delivery of this Agreement and the transactions contemplated hereby whether incurred prior or subsequent to the date of this Agreement, including the fees, costs and expenses of Buyer's advisors and legal counsel, as reflected on invoices provided by Buyer to Seller by wire transfer of immediately available funds no more than three Business Days after the later of the date of such termination and the date on which Buyer provides Seller with wire transfer instructions.

Section 8.3 Survival. Sections **6.3**, **8.2** and **8.3** and **Article IX** will survive any termination of this Agreement.

ARTICLE IX. GENERAL

Section 9.1 Effectiveness of the Agreement. This Agreement will not be effective until the entry of a Final Approval Order.

Section 9.2 Survival of Representations and Warranties. The representations and warranties contained in this Agreement will not survive the Closing, and none of the Parties will have any liability to each other after the Closing for any breach of those representations and warranties. The Parties agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing, and each Party will be liable to the other after the Closing for any breach of those covenants.

Section 9.3 Construction. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any Contract, document or instrument means such Contract, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and any addenda, exhibits, or schedules thereto;

(d) reference to any Law means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(e) "Article," "Section," "Schedule," and "Exhibit" refer to articles, sections, schedules and exhibits of or to this Agreement;

(f) "hereunder," "hereof," "hereto," and words of similar import will be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(h) "or" is used in the inclusive sense of "and/or."

Section 9.4 Definitions. Capitalized terms in this Agreement will have the meanings indicated in **Exhibit E** unless the context otherwise requires, which meaning will be equally applicable to both the singular and plural forms of such terms.

Section 9.5 Bulk Sales. Buyer hereby waives compliance by Seller with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Assets to Buyer.

Section 9.6 Waiver. Any failure of any Party to comply with any of its obligations or agreements or to fulfill any conditions herein contained may be waived only by a written waiver from the other Party.

Section 9.7 Notices. All notices, requests, demands and other communications required or permitted under this Agreement will be in writing (i) by personal delivery (which will include delivery by Federal Express or similar services), (ii) by United States mail if sent postage prepaid by certified or registered mail, return receipt requested, (iii) by confirmed facsimile transmission, in each case to the address listed below (or such other address as the Party receiving such notice may have provided, by notice, to the Party sending such notice from time to time). Any such notice will be deemed given upon receipt if delivered personally or by confirmed facsimile transmission or, if mailed, four Business Days after the mailing as follows:

If to Seller:	BizEquity Corp. Welsh & McKean Roads P.O. Box 844 Spring House, PA 19477-0844 Facsimile: (215) 444-5215
With a copy to:	Advanta Corp. Welsh & McKean Roads P.O. Box 844 Spring House, PA 19477-0844 Attention: General Counsel Facsimile: (215) 444-5915
If to Buyer:	EMG Technologies, LLC 435 Devon Park Drive, Suite 501 Wayne, PA 19087 Attn Michael C. Carter Facsimile: 610-975-4911
With a copy to:	Connolly Bove Lodge & Hutz, LLP 1007 N. Orange Street PO Box 2207 Wilmington DE 19899 Attn Jerome T. Miraglia, Esquire Facsimile: 302-658-0380

Any notice so given will be deemed to be delivered on the second business day after the same is deposited in the United States mail, on the next business day if sent by hand delivery or overnight courier, or upon confirmed facsimile transmission.

Section 9.8 No Third Party Beneficiaries. Neither this Agreement nor any provision hereof will create any right in favor of or impose any obligation upon any person or entity other than Buyer and Seller, including, without limitation, any direct or indirect equity owner or any officer, director or employee of Seller, Buyer or of any such equity owner, and no recourse will be had against any person or entity other than Seller or Buyer by virtue of this Agreement.

Section 9.9 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and will not control or affect the meaning or construction of any provision of this Agreement.

Section 9.10 Entire Agreement Disclaimer.

(a) This Agreement, together with the Assignment and Assumption Agreement, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understanding relative to said subject matter, provided that the Parties do not intend to release any claims, known or unknown, accrued as of the date of this Agreement for breach of the Confidentiality Agreement, dated December 29, 2009, by and between Seller and The Musser Group, LLC.

(b) EXCEPT FOR THE REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT, SELLER DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY INFORMATION FURNISHED BY SELLER WITH REGARD TO THE ASSETS AND SELLER'S FORMER CONDUCT OF ITS BUSINESS AND OPERATION OF THE WEBSITE, AND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE IV, BUYER AGREES THAT SELLER SHALL NOT HAVE ANY LIABILITY TO BUYER RESULTING FROM THE DISTRIBUTION OF OR FAILURE TO DISTRIBUTE ANY INFORMATION TO BUYER, OR BUYER'S USE OF ANY INFORMATION, DOCUMENTS OR MATERIALS MADE AVAILABLE TO BUYER IN ANY FORM.

Section 9.11 Counterparts. This Agreement may be executed in any number of duplicate counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Section 9.12 Assignability. This Agreement and the various rights and obligations arising hereunder will inure to the benefit of and be binding upon Buyer, its successors and assigns, and Seller, its successors and assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be transferred or assigned (by operation of law or otherwise) by any Party without the prior written consent of the other Party, except that (a) Seller will have the right to assign its rights and obligations hereunder and to transfer and assign ownership of the Company or the Assets to any Affiliate of Seller, and (b) upon liquidation of Seller pursuant to the Bankruptcy Case, Seller will have the right to assign its rights and obligations hereunder to any successor to substantially all of its assets. No assignment will

operate in any way to modify or discharge any of the obligations of the assigning Party contemplated by this Agreement.

Section 9.13 Governing Law. This Agreement will in all respects be construed in accordance with and governed by the Laws of the Commonwealth of Pennsylvania, without regard to any such Laws relating to choice or conflict of laws that would apply the Laws of any other jurisdiction. The Parties agree that the state and federal courts for Montgomery County, Pennsylvania, will be the exclusive jurisdiction for the resolution of all disputes between the Parties arising out of or related to this Agreement. EACH PARTY AGREES THAT ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT IS WAIVED.

Section 9.14 Enforcement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

Section 9.15 Mutual Drafting. This Agreement is the result of the joint efforts of the Parties hereto and each provision has been subject to the mutual negotiation and agreement of the Parties. There will be no construction against any Party based on any presumption of that Party's involvement in the drafting of this Agreement.

Section 9.16 Severability. If any term or provision of this Agreement or any application thereof will be invalid and unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly signed this Agreement the day and year first written above.

BIZEQUITY CORP.

By:_____
Name:
Title:

EMG TECHNOLOGIES, LLC

By:_____
Name:
Title:

Schedule 1.1
Items Not Sold

The Assets do not include Seller's license to data from the National Business Database of Experian Information Services under an amendment, dated March 1, 2009, to the Business Marketing Services Master Agreement, dated February 28, 2000, between Experian Information Solutions, Inc. and Advanta Business Services Corp. The data licensed pursuant to this agreement will be excised from the database used in the Website prior to its transfer to Buyer.

Schedule 1.3
Assumed Contracts

Referral Program Agreement, dated on or about April 13, 2009, between BizEquity Corp. and LegalZoom.com Inc.

Affiliate Marketing Agreement, dated May 8, 2009, between Seller and Turner & Associates.

Co-Marketing Agreement, dated October 28, 2009, between Seller and Valuation Services and Certification, LLC.

Schedule 2.2
Allocation of Purchase Price

$90,000 - intellectual property, trademarks, trade secret, software, and like assets

$16,000 - goodwill, going concern value, including web domains

Schedule 4.2
Validity of Agreement

This Agreement and the Assumption and Assignment Agreement require approval by the Bankruptcy Court pursuant to a Final Approval Order.

Schedule 4.4
Required Consents and Approvals

This Agreement and the Assumption and Assignment Agreement require approval by the Bankruptcy Court pursuant to a Final Approval Order.

Schedule 4.5(a)
Registered Intellectual Property

Patents

None

Copyrights

None

Tradenames, Trademarks, Servicemarks

Country	Mark	Good and Services	Registration Number	Registration Issue Date	Application Number	Application Filing Date	Current Status
USA	Bizdex	35 - Business information svcs	3,679,385	9/8/2009	77/675,992	2/23/2009	Registered
USA	Bizdex & Design	35 - Business information svcs			77/676,009	2/23/2009	Allowed
USA	Bizequity	36 - Business valuation svcs	3,668,533	8/18/2009	77/533,724	7/29/2008	Registered
USA	Bizequity & Design	36 - Business valuation svcs	3,715,066	11/24/2009	77/726,273	4/30/2009	Registered
USA	Bizequity.com	41 - On-line journals, namely blogs	3,668,532	8/18/2009	77/533,714	7/29/2008	Registered
USA	Bizvaluator	36 - Business valuation svcs	3,678,111	9/1/2009	77/675,967	2/23/2009	Registered

Internet URLs and Domain Names

bbizequitycorp.com
bebizbank.com
bebizdepot.com
bebizlistings.com
bebizpro.com
bebizshop.com
bebizstore.com
bebizvault.com
bebizwarehouse.com
bizadvantagecard.com
bizblob.com
bizboughtsold.com
bizequity.com
bizequity.us
biz-equity.com
bizequity.info

biz-equity.net
bizequity.org
biz-equity.org
bizEquityBazaar.com
bizequitycorp.biz
bizequitycorp.com
bizequitycorp.info
bizequitycorp.net
bizequitycorp.org
bizequitycorp.us
bizequitycorpcom.com
bizEquityExchange.com
bizequitylisting.com
bizequitylistings.com
bizequitypro.biz
bizequity-pro.biz
bizequitypro.com
bizequity-pro.com
bizequitypro.net
bizequity-pro.net
bizequitypro.org
bizequity-pro.org
bizequitypro.us
bizequity-pro.us
bizExpenseCard.com
biznessExchange.com
bizwillsell.com
bizzequitycorp.com
buyaSMB.com
Sbmarketplace.com
sbshowroom.com
sellaSMB.com
sellsmallbiz.com
sellSMB.com
smbbuysell.com
smblist.com
smbshowroom.com
yourbizwillsell.com

Schedule 4.5(b)
Intellectual Property

The Website, as operated by Seller, requires certain data licensed from Experian Information Services under an amendment, dated March 1, 2009, to the Business Marketing Services Master Agreement, dated February 28, 2000, between Experian Information Solutions, Inc. and Advanta Business Services Corp. As specified in **Schedule 1.1**, this license is not included in the Assets and the data licensed pursuant to this agreement will be excised from the database used in the Website prior to its transfer to Buyer.

Exhibit A

Bill of Sale and Assignment of Contract Rights

1. Sale and Transfer of Assets and Contract Rights. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain Asset Purchase Agreement dated May 14, 2010, by and between BizEquity Corp., a Delaware corporation ("**Seller**"), and EMG Technologies, LLC, a Delaware limited liability company ("**Buyer**") (the "**Purchase Agreement**"), Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of the Closing, all of Seller's right, title and interest in and to all of the Assets, including rights under the Assumed Contracts.

2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Assets, all at the sole cost and expense of Buyer.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern. All capitalized terms used herein and not otherwise defined will have the meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment of Contract Rights as of [____], 2010.

BIZEQUITY CORP.

By:_____
Name:
Title:

Exhibit B

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "**Assignment and Assumption Agreement**") is made and entered into as of [____], 2010, by and between BizEquity Corp., a Delaware corporation ("**Assignor**"), and EMG Technologies, LLC, a Delaware limited liability company ("**Assignee**" and, collectively with Assignor, the "**Parties**").

Background

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 14, 2010 (the "**Purchase Agreement**"), pursuant to which Assignee has purchased the Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Assignment and Assumption Agreement is contemplated by **Section 3.2(b)** of the Purchase Agreement; and

WHEREAS, the Purchase Agreement and this Assignment and Assumption Agreement have been approved by the Bankruptcy Court pursuant to a Final Approval Order;

Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment and Assumption. Effective as of the Closing, Assignor hereby assigns, sells, transfers and sets over (collectively, the "**Assignment**") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, each of the Assumed Contracts. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Contracts. Except as specified in the preceding sentence, Assignee assumes no Liabilities, and the Parties agree that all such Liabilities will remain the sole responsibility of Assignor.

2. Further Actions. Each of the Parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern. All capitalized terms used herein and not otherwise defined will have the meanings assigned to them in the Purchase Agreement. This Assignment and Assumption Agreement will be construed in accordance with **Section 10.2** of the Purchase Agreement.

4. Waiver. Any failure of any Party to comply with any of its obligations or agreements or to fulfill any conditions herein contained may be waived only by a written waiver from the other Party.

5. No Third Party Beneficiaries. Neither this Assignment and Assumption Agreement nor any provision hereof will create any right in favor of or impose any obligation upon any person or entity other than Assignor and Assignee, including, without limitation, any direct or indirect equity owner or any officer, director or employee of Assignor, Assignee or of any such equity owner, and no recourse will be had against any person or entity other than Assignor or Assignee by virtue of this Assignment and Assumption Agreement.

6. Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Assignment and Assumption Agreement and will not control or affect the meaning or construction of any provision of this Assignment and Assumption Agreement.

7. Entire Agreement Disclaimer.

(a) This Assignment and Assumption Agreement, together with the Purchase Agreement, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understanding relative to said subject matter, provided that the Parties do not intend to release any claims, known or unknown, accrued as of the date of this Assignment and Assumption Agreement for breach of the Confidentiality Agreement, dated December 29, 2009, by and between Seller and The Musser Group, LLC.

(b) EXCEPT FOR THE REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN ARTICLE IV OF THE PURCHASE AGREEMENT, ASSIGNOR DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY INFORMATION FURNISHED BY ASSIGNOR WITH REGARD TO THE ASSETS AND ASSIGNOR'S FORMER CONDUCT OF ITS BUSINESS AND OPERATION OF THE WEBSITE, AND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE IV OF THE PURCHASE AGREEMENT, ASSIGNEE AGREES THAT ASSIGNOR SHALL NOT HAVE ANY LIABILITY TO ASSIGNEE RESULTING FROM THE DISTRIBUTION

OF OR FAILURE TO DISTRIBUTE ANY INFORMATION TO ASSIGNEE, OR ASSIGNEE'S USE OF ANY INFORMATION, DOCUMENTS OR MATERIALS MADE AVAILABLE TO ASSIGNEE IN ANY FORM.

8. Counterparts. This Assignment and Assumption Agreement may be executed in any number of duplicate counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

9. Assignability. This Assignment and Assumption Agreement and the various rights and obligations arising hereunder will inure to the benefit of and be binding upon Assignee, its successors and assigns, and Assignor, its successors and assigns. Neither this Assignment and Assumption Agreement nor any of the rights, interests or obligations hereunder will be transferred or assigned (by operation of law or otherwise) by any Party without the prior written consent of the other Party, except that (a) Assignor will have the right to assign its rights and obligations hereunder and to transfer and assign ownership of the Company or the Assets to any Affiliate of Assignor, and (b) upon liquidation of Assignor pursuant to the Bankruptcy Case, Assignor will have the right to assign its rights and obligations hereunder to any successor to substantially all of its assets. No assignment will operate in any way to modify or discharge any of the obligations of the assigning Party contemplated by this Assignment and Assumption Agreement.

10. Governing Law. This Assignment and Assumption Agreement will in all respects be construed in accordance with and governed by the Laws of the Commonwealth of Pennsylvania, without regard to any such Laws relating to choice or conflict of laws that would apply the Laws of any other jurisdiction. The Parties agree that the state and federal courts for Montgomery County, Pennsylvania, will be the exclusive jurisdiction for the resolution of all disputes between the Parties arising out of or related to this Assignment and Assumption Agreement. EACH PARTY AGREES THAT ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH,THIS ASSIGNMENT AND ASSUMPTION AGREEMENT IS WAIVED.

11. Enforcement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Assignment and Assumption Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Assignment and Assumption Agreement and to enforce specifically the terms and provisions of this Assignment and Assumption Agreement

12. Mutual Drafting. This Assignment and Assumption Agreement is the result of the joint efforts of the Parties and each provision has been subject to the mutual negotiation and agreement of the Parties. There will be no construction against any Party based on any presumption of that Party's involvement in the drafting of this Assignment and Assumption Agreement.

13. Severability. If any term or provision of this Assignment and Assumption Agreement or any application thereof will be invalid and unenforceable, the remainder of this Assignment and

Assumption Agreement and any other application of such term or provision will not be affected thereby.

IN WITNESS WHEREOF, the Parties have duly signed this Agreement the day and year first written above.

BIZEQUITY CORP.

By:_____
Name:
Title:

EMG Technologies, LLC

By:_____
Name:
Title:

Exhibit C

Servicemark and Trademark Assignment

This Assignment of Servicemarks and Trademarks (the "**Trademark Assignment**") is made as of [____], 2010, by BizEquity Corp., a Delaware corporation ("**Assignor**"), to EMG Technologies, LLC, a Delaware limited liability company ("**Assignee**").

Background

Assignee and Assignor are parties to an Asset Purchase Agreement date as of May 14, 2010 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets, including without limitation the servicemarks, trademarks and trade names of Assignor, and this Trademark Assignment is contemplated by **Section 3.2(c)** of the Purchase Agreement

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the servicemarks and trademarks listed on **Schedule A** annexed hereto and incorporated herein by reference (the "**Marks**").

Assignment

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price, the receipt of which is hereby acknowledged and its other rights under the Purchase Agreement, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the Laws now or hereafter in effect in the United States, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

All capitalized terms used herein and not otherwise defined will have the meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Trademark Assignment as of the date first above written.

BIZEQUITY CORP.

By:_____
Name:
Title:

Commonwealth of Pennsylvania)

) ss.:

County of Montgomery)

On this _____, 2010, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

SCHEDULE A

Tradenames, Trademarks, Servicemarks

Country	Mark	Good and Services	Registration Number	Registration Issue Date	Application Number	Application Filing Date	Current Status
USA	Bizdex	35 - Business information svcs	3,679,385	9/8/2009	77/675,992	2/23/2009	Registered
USA	Bizdex & Design	35 - Business information svcs			77/676,009	2/23/2009	Allowed
USA	Bizequity	36 - Business valuation svcs	3,668,533	8/18/2009	77/533,724	7/29/2008	Registered
USA	Bizequity & Design	36 - Business valuation svcs	3,715,066	11/24/2009	77/726,273	4/30/2009	Registered
USA	Bizequity.com	41 - On-line journals, namely blogs	3,668,532	8/18/2009	77/533,714	7/29/2008	Registered
USA	Bizvaluator	36 - Business valuation svcs	3,678,111	9/1/2009	77/675,967	2/23/2009	Registered

Exhibit D

Copyright Assignment

This Assignment of Copyrights (the "**Copyright Assignment**") is made as of [____], 2010, by BizEquity Corp., a Delaware corporation ("**Assignor**"), to EMG Technologies, LLC, a Delaware limited liability company ("**Assignee**").

Background

Assignee and Assignor are parties to an Asset Purchase Agreement date as of May 14, 2010 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets, including without limitation certain copyrights of Assignor, and this Copyright Assignment is contemplated by **Section 3.2(d)** of the Purchase Agreement

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the copyrights included in the Assets (the "**Copyrights**").

Assignment

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price, the receipt of which is hereby acknowledged and its other rights under the Purchase Agreement, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Copyrights, and all rights to sue for infringement of any Copyright, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Copyright Assignment will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the principles of conflicts of laws thereunder.

All capitalized terms used herein and not otherwise defined will have the meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Copyright Assignment as of the date first above written.

BIZEQUITY CORP.

By:_____
Name:
Title:

Commonwealth of Pennsylvania)

) ss.:

County of Montgomery)

On this _____, 2010, before me,
_____, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

Exhibit E

Definitions

"Affiliate" with respect to any Person means any other Person controlled by, controlling or under common control with such Person. For the purposes of this definition, "control" (including the correlative terms "controlling", "controlled by" and "under common control with"), with respect to any Person, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Authority" means any federal, state, local or foreign governmental or regulatory court, legislative body, agency, commission, department, bureau, instrumentality or other governmental authority.

"Assets" has the meaning assigned to it in **Section 1.1**.

"Assignment and Assumption Agreement" has the meaning assigned to it in **Section 3.2(b)**.

"Assumed Contracts" has the meaning assigned to it in **Section 1.3**.

"Bankruptcy Case" has the meaning assigned to it in **Background paragraph A**.

"Bankruptcy Code" has the meaning assigned to it in **Background paragraph A**.

"Bankruptcy Court" has the meaning assigned to it in **Background paragraph A**.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Buyer" has the meaning assigned to it in the preamble hereto.

"Closing" has the meaning assigned to it in **Section 3.1**.

"Closing Date" has the meaning assigned to it in **Section 3.1**.

"Default" means with respect to any Party (i) the failure of any of the representations or warranties of such Party in this Agreement and not qualified by materiality to be accurate or true in any material respect, or the failure of any of the representations or warranties of such Party in this Agreement qualified by materiality to be accurate or true in any respect, in each case as of the date of this Agreement (except if another date is specified in the representation or warranty), or (ii) such Party's material breach of any covenant or obligation under this Agreement.

"Encumbrances" has the meaning assigned to it in **Section 1.1**.

"Final Approval Order" has the meaning assigned to it in **Section 3.2(f)**.

"Law" means any law, statute, rule, ordinance or regulation, and any judgment, writ, decree, injunction, order or requirement, established principle of common law, directive or administrative ruling of any Authority.

"Liabilities" has the meaning assigned to it in **Section 1.3**.

"Party" means a party to this Agreement.

"Person" means any natural person, corporation, limited liability company, unincorporated organization, partnership, limited partnership, limited liability partnership, association, joint-stock company, joint venture, trust or government, or any agency or political subdivision of any government.

"Purchase Price" has the meaning assigned to it in **Section 2.1**.

"Registered Intellectual Property" has the meaning assigned to it in **Section 4.5(a)**.

"Seller" has the meaning assigned to it in the preamble hereto.

"Seller's Disclosure Schedule" means **Schedules 4.1** through **4.7**.

"Superior Company Proposal" means any proposal made by any Person other than an Affiliate of Seller to acquire all or substantially all of the Assets or all or substantially all of the equity securities or assets of the Seller, pursuant to merger, consolidation, liquidation or dissolution, recapitalization, sale of all or substantially all its assets or otherwise, (i) on terms which Seller's board of directors determines in good faith, after consultation with Seller's outside legal counsel and financial advisors, to be more favorable from a financial point of view to Seller than the transactions contemplated by this Agreement, taking into account all the terms and conditions of such proposal, and this Agreement (including any proposal by Buyer to amend the terms of this Agreement) and (ii) that is reasonably capable of being completed, taking into account all financial, regulatory, legal and other aspects of such proposal; provided that Seller's board of directors will not so determine that any such proposal is a Superior Company Proposal prior to the time that is 48 hours after Seller gives notice of such proposal to Buyer.

"Website" has the meaning assigned to it in **Background paragraph B**.

ENTREPRENEURS
MANAGEMENT GROUP

435 Devon Park Drive, Suite 501
Wayne, PA 19087

May 14, 2010

BizEquity Corp.
Welsh & McKean Roads
P.O. Box 844
Spring House, PA 19477-0844

Re: Asset Purchase Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among EMG Technologies, LLC ("Buyer") and BizEquity Corp. ("Seller"). This letter agreement (this "Letter Agreement") sets forth certain understandings among Seller and Entrepreneurs Management Group, LLC ("Parent" and, collectively with BizEquity, the "Parties") in respect of Buyer's obligations to close the transactions contemplated by the Purchase Agreement and to pay the Purchase Price to Seller at the Closing in accordance with the terms and conditions of the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

In accordance with the foregoing, Parent, in consideration of the undertakings of BizEquity set forth in the Purchase Agreement, hereby agrees with BizEquity, and confirms to BizEquity, for the benefit of BizEquity as follows:

Parent will transfer to, or deposit into an account of, Buyer, not less than 24 hours preceding the Closing Date, immediately transferable funds in an amount equal to not less than the Purchase Price; and further agrees with, and confirms to BizEquity that Parent will cause Buyer to consummate its obligation to purchase the Assets, to assume the Assumed Contracts and to effect the due and punctual payment in full of the Purchase Price at the Closing (upon satisfaction or waiver of each of the conditions, agreements and covenants set forth in the Purchase Agreement), all in accordance with and subject to the terms and conditions of the Purchase Agreement.

Subject to the terms and conditions of the Purchase Agreement, Parent will not take or cause or permit Buyer or any of Parent's Affiliates to take any action or omit to take any action which would reasonably be expected to prevent or materially impair or delay the consummation of the transactions contemplated by the Purchase Agreement.

All Parties acknowledge and agree that upon consummation of the Closing and delivery of the Purchase Price to Seller, Parent will be fully, completely and unconditionally released by Seller, its Affiliates, successor and assigns, from any and all duties, liabilities and obligations of any kind under this Letter Agreement, the Purchase Agreement or in connection with the underlying transactions (whether in contract, tort or otherwise), and thereafter Seller and Buyer will look solely to each other for the satisfaction, performance or objection to any terms, conditions or obligation in connection with this Letter Agreement, the Purchase Agreement and the underlying transactions.

This Letter Agreement will in all respects be construed in accordance with and governed by the Laws of the Commonwealth of Pennsylvania, without regard to any such Laws relating to choice or conflict of laws that would apply the Laws of any other jurisdiction. The Parties agree that the state and federal courts for Montgomery County, Pennsylvania, will be the exclusive jurisdiction for the resolution of all disputes between the Parties arising out of or related to this Letter Agreement. EACH PARTY AGREES THAT ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS LETTER AGREEMENT IS WAIVED.

This Letter Agreement and the various rights and obligations arising hereunder will inure to the benefit of and be binding upon Parent, its successors and assigns, and Seller, its successors and assigns. Neither this Letter Agreement nor any of the rights, interests or obligations hereunder will be transferred or assigned (by operation of law or otherwise) by any Party without the prior written consent of the other Party, except that (a) Seller will have the right to assign its rights and obligations hereunder and to transfer and assign ownership of the Company or the Assets to any Affiliate of Seller, and (b) upon liquidation of Seller pursuant to the Bankruptcy Case, Seller will have the right to assign its rights and obligations hereunder to any successor to substantially all of its assets. No assignment will operate in any way to modify or discharge any of the obligations of the assigning Party contemplated by this Agreement.

The Parties hereto agree that money damages shall not be a sufficient remedy for any breach of this Letter Agreement by Parent and that BizEquity shall be entitled, in addition to any other rights or remedies that it may have, to equitable relief, including injunction and specific performance in the event of any breach of any of the provisions of this Letter Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Letter Agreement, but shall be in addition to all other remedies available at law or in equity.

This Letter Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings relative to said subject matter.

This Letter Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signatures to this Letter Agreement may be evidenced by facsimile copies or PDF copies reflecting a Party's signature, and any such facsimile copy or PDF copy will be sufficient to evidence the signature of such Party as if it were an original signature.

[*Signature page follows*]

If the terms of this Letter Agreement are in accordance with your understanding of the subject matter hereof, please sign and return this Letter Agreement, whereupon this Letter Agreement shall constitute a binding agreement between the Parties.

Very truly yours,

ENTREPRENEURS MANAGEMENT GROUP, LLC

By: _____

Name:

Title:

Acknowledged and Agreed:

BIZEQUITY CORP.

By: _____

Name:

Title:

Exhibit C

Assumed Contracts

Assumed Contracts

Counterparty	Contract	Cure Amount
LegalZoom.com Inc.	Referral Program Agreement, dated on or about April 13, 2009, between BizEquity Corp. and LegalZoom.com Inc.	$0
Turner & Associates	Affiliate Marketing Agreement, dated May 8, 2009, between BizEquity Corp. and Turner & Associates.	$0
Valuation Services and Certification, LLC	Co-Marketing Agreement, dated October 28, 2009, between BizEquity Corp. and Valuation Services and Certification, LLC.	$0

(LegalZoom.com Inc., Turner & Associates and Valuation Services and Certification, LLC are collectively referred to as the "***Assumed Contracts Counterparties***").