

Attorney or Party Name, Address, Telephone & FAX Numbers and California State Bar Number <b>Greenberg Traurig, LLP</b> <b>PAUL R. GLASSMAN (SBN 76536)</b> <b>ADAM M. STARR (SBN 222440)</b> <b>2450 Colorado Avenue, Suite 400E</b> <b>Santa Monica, California 90404</b> <b>Telephone: (310) 586-7700</b> <b>Facsimile: (310) 586-7800</b>	FOR COURT USE ONLY  <div style="border: 2px solid black; padding: 10px; text-align: center;"> <b>FILED</b>   <b>NOV 15 2007</b>   <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small> </div>
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re: <b>BIG FINANCE AND INSURANCE SERVICES, INC., a Nevada corporation,</b>  <div style="text-align: right;">Debtor(s).</div>	CASE NO.: <b>07-13634-ES</b>

### NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: <b>11/29/2007</b>	Time: <b>10:00 A.M.</b>
Location: <b>Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404</b>	

Type of Sale:  Public     Private    Last date to file objections: **11/20/2007**

Description of Property to be Sold: **See Attachment A**

Terms and Conditions of Sale: **See Attachment B**

Proposed Sale Price: **\$1,000,000.00**

Overbid Procedure (If Any): **See Attachment C**

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:  
**12/4/2007 at 10:30 A.M., 411 West Fourth Street, Santa Ana, CA 92701, Court Room 5A**

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

**Adam M. Starr, Esq.**  
**Greenberg Traurig, LLP**  
**2450 Colorado Avenue, Suite 400E**  
**Santa Monica, CA 90404**  
**Fax: (310) 586-7800, Email: starra@gtlaw.com**

Date: **11/9/2007**

**Attachment A: Description of Property to Be Sold (collectively, the "Purchased Assets")**

1. The corporate name: "BIG Finance and Insurance Services, Inc."
2. All accounts receivable.
3. Customer principal contacts, addresses and telephone numbers which currently remain in Seller's possession.
4. All promissory notes payable to Seller.
5. the Debtor's interest in the following Intellectual Property

<b>PATENTS</b>		
	<b>Description</b>	<b>App./Reg. No.</b>
<b>(Pending)</b>		
	Method, Apparatus and System for Control and Assessment of Risk in Commercial Transactions, Foley and Greco, Foley Docket 036368-0201 (also see 129-24-008, CIP of -002)	10/056,241
	Method, Apparatus and System for Providing Notifications in Commercial Transactions, Greco and Sherman, Foley Docket No. 036368-0202; Prev. Brull Docket No. 30055.800USC1	10/388,203
	A System, Method and Apparatus for Integration of Systems for Controlling and Assessing Risk in Commercial Transactions (CIP of 129-24-002, Serial No. 10/056,241)	11/070,655
INACTIVE	Provisional Serial No. 60 781,062 (03/09/2006) -- expired lapsed	
INACTIVE	Provisional Serial No. 60 549,504 (03/02/04) -- utility filed expired	
	Improved Method for Assessment of Credit Risk in Transactions Involving the Sale of Vehicles on a Network, Attorney Docket Number UT-07002, filed 3/9/2007	11/716537

<b>TRADEMARKS</b>		
	<b>Description</b>	<b>App./Reg. No.</b>
<b>(Pending – not Registered)</b>		
	BIGFNI Swish Logo Canadian Application No. 1,297,394	Canadian App. 1,297,394
	BANKERS INTEGRATIONS GROUP, INC.; Canadian App. 1,195,394; Prev. Foley 036368-8003	Canadian App. 1,195,394
<b>REGISTERED</b>		
	THEBIGFNI.COM Prev. Foley 036368-8001; Prev. Brull 30055.200US01	Reg. 2,592,209 7-09-02
	BANKERS INTEGRATIONS GROUP, INC.; Prev. Foley 036368-8002; Prev. Brull 30055.201US01	Reg. 2,907,678 12-07-04
	BIGFNI SWITCH LOGO	Reg. 3,171,048 11-14-06

## **Attachment B: Terms and Conditions of Sale**

### **I. Court Approval**

The Buyer's ultimate commitment to purchase the Purchased Assets is dependent, among other things upon, the Court entering an order in form and substance reasonably satisfactory to the Buyer approving the sale and, among other things, finding that the Buyer has acted in good faith pursuant to 11 U.S.C. § 363(m).

### **II. Free and Clear**

Pursuant to 11 U.S.C. § 363(b) and (f), and as more particularly described in the Asset Purchase Agreement, the sale proposed by this Motion is free and clear of all liens, claims, encumbrances and interests, with all such liens, claims, encumbrances and interests (if any) attaching to the proceeds of the sale with the same validity (or invalidity) and priority as existed prior to the sale.

### **Attachment C: Bidding Procedures**

1. The Sale Hearing is scheduled for December 4, 2007 at 10:30 a.m. before this Court in Courtroom 5A located at 411 West Fourth Street, Santa Ana, California.
2. Only Qualified Bidders may participate in the Auction.
3. In order to become a "Qualified Bidder" and to submit a "Qualified Bid", a potential bidder must do all of the following no later than November 26, 2007 at 5:00 p.m. PST (the "Bid Deadline"): (i) submit a proposal in writing using the APA as a form (a "Competing Agreement") and include cash consideration of not less than the sum of \$50,000, the Purchase Price, and the sums set forth in Sections 4.1(a)(viii) and (ix) of the APA and for the purchase of substantially all of the Purchased Assets (the "Baseline Bid"), and shall contain substantially all of the material terms and conditions contained in the APA (provided, however, that any variations from one or more material terms must, in the aggregate, constitute an improvement upon such term or terms as set forth in the APA) and such Competing Agreement must be marked to show changes from the APA; (ii) submit to the Debtor satisfactory evidence of the bidder's ability to fully and timely perform if its bid and Competing Agreement were to be accepted by the Debtor and approved by the Court; and (iii) payment of an earnest money cash deposit of not less than \$150,000.
4. DealerTrack is designated as the "stalking horse" bidder and is deemed to be a Qualified Bidder and, in the event of any overbids, shall be entitled to credit bid the sum of its secured claim of up to \$180,000, plus any additional sums owing to DealerTrack.
5. On the same day that the Debtor receives any bids and Competing Agreements, the Debtor shall notify DealerTrack of such bid and Competing Agreement and provide a copy of such proposal and all documentation supporting such proposal to DealerTrack.
6. Any bid submitted by a Qualified Bidder shall be an irrevocable offer.
7. Each Qualified Bidder must disclose all of its prepetition and postpetition relationships with other bidders, the Debtor, major creditors or equity security holders of the Debtor, or any of the Debtor's officers, directors or agents.

8. The Debtor shall not be required to furnish any information about the Purchased Assets to any potential bidder that is not a Qualified Bidder.
9. The Debtor shall notify all potential bidders of their status as Qualified Bidders no later than November 28, 2007.
10. In the event that the Debtor receives at least one additional bid from Qualified Bidder, the Debtor will conduct an Auction to determine which of the bids is the highest and otherwise best bid.
11. The Auction shall take place on November 29, 2007 at 10:00 a.m. PST at the offices of Greenberg Traurig, LLP, 2450 Colorado Avenue, Ste. 400E, Santa Monica, California.
12. At the Auction, Qualified Bidders (including DealerTrack) will be permitted to increase their bids. The bidding shall start at the amount of the Baseline Bid. The Debtor shall announce prior to each subsequent round of bidding the minimum incremental overbid, which shall be in an amount that is not less than \$25,000.
13. The Debtor, in its sole discretion, may modify any of the Bidding Procedures at or in advance of the Auction.
14. Immediately prior to the conclusion of the Auction, the Debtor, in consultation with its legal advisors, shall determine the highest and best bid submitted (the "Successful Bid") and identify the otherwise best offer after the Successful Bid (the "Next Highest Bid") and notify all Qualified Bidders present at the Auction of such determination. If the bidder identified by the Debtor as the Next Highest Bidder agrees to maintain its status as a back-up bidder, then it also must agree that its bid will remain irrevocable and subject to acceptance by the Debtor.
15. The Debtor's presentation of the Successful Bid to the Court for approval does not constitute the Debtor's acceptance of the Successful Bid (except with respect to DealerTrack's bid reflected in the APA, as it may be modified at the auction and approved by the Debtor) and the Debtor will be deemed to have accepted the successful bid only when such bid has been approved by the Court at the Sale Hearing.

16. The Debtor and the Successful Bidder shall close the transactions contemplated by the APA or the Competing Agreement, as applicable, in the manner set forth in the APA or such Competing Agreement. In the event that the successful bidder fails to close the transactions contemplated in the APA or the Competing Agreement, as applicable, then the Debtor shall be authorized, but not required, to close with the bidder that submitted the Next Highest Bid (the "Next Highest Bidder") without notice to any other party or further order of the Court. If the Debtor decides to close with the Next Highest Bidder, the Debtor and the Next Highest Bidder shall have an additional fifteen (15) calendar days to close.