

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address RON BENDER (SBN 143364) KRIKOR J. MESHEFEJIAN (SBN 255030) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Email: rb@lnbyb.com; kjm@lnbyb.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 11 Debtors in Possession	FOR COURT USE ONLY
--	--------------------

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION**

In re: GAMMA MEDICA-IDEAS (USA), INC., et al. Debtor(s).	CASE NO.: 1:12-bk-17469-VK, et al. CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
--	--

Sale Date: 02/20/2013	Time: 1:30 pm
Location: United States Bankruptcy Court, Courtroom 301, 21041 Burbank Blvd., Woodland Hills, CA 91367	

Type of Sale: Public Private **Last date to file objections:** 02/20/2013

Description of property to be sold: Gamma Medica-Ideas, Inc.'s equity interests in, and claims against, Gamma Gamma Medica-Ideas (Norway) AS, to to Gunnar Maehlum ("Maehlum") free and clear of liens, claims and interests.
Please see attached Motion for additional information.

Terms and conditions of sale: Please see attached Motion for information regarding the terms and conditions of the proposed sale.

Proposed sale price: _____

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): _____

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Date: _____

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

1 RON BENDER (SBN 143364)
2 KRIKOR J. MESHEFEJIAN (SBN 255030)
3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
4 10250 Constellation Boulevard, Suite 1700
5 Los Angeles, California 90067
6 Telephone: (310) 229-1234
7 Facsimile: (310) 229-1244
8 Email: rb@lnbyb.com; kjm@lnbyb.com

9 Counsel for Chapter 11 Debtors and Debtors in Possession

10
11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **SAN FERNANDO VALLEY DIVISION**

14 In re:
15 GAMMA MEDICA-IDEAS (USA), INC.,
16
17 Debtor and Debtor in Possession.

18 In re:
19 GAMMA MEDICA-IDEAS, INC.,
20
21 Debtor and Debtor in Possession.

22 In re:
23 ADVANCED MOLECULAR IMAGING LLC,
24
25 Debtor and Debtor in Possession.

26 In re:
27 ADVANCED MOLECULAR IMAGING, INC.,
28
Debtor and Debtor in Possession.

In re:
INDUSTRIAL DIGITAL IMAGING, INC.,

Affects All Debtors

Lead Case No.: 1:12-bk-17469-VK

Jointly administered with:

1:12-bk-17474-VK
(Gamma Medica-Ideas, Inc.);

1:12-bk-17475-VK
(Advanced Molecular Imaging LLC);

1:12-bk-17479-VK
(Advanced Molecular Imaging, Inc.); and

1:12-bk-17483-VK
(Industrial Digital Imaging, Inc.)

Chapter 11 Cases

**MOTION OF DEBTORS FOR A
COURT ORDER AUTHORIZING: (1)
ACQUISITION OF INTELLECTUAL
PROPERTY ASSETS OF GAMMA
MEDICA-IDEAS NORWAY AS; AND
(2) SALE OF CLAIMS AGAINST AND
EQUITY INTERESTS IN GAMMA
MEDICA-IDEAS NORWAY FREE AND
CLEAR OF LIENS, CLAIMS, AND
INTERESTS; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATION OF JAMES
CALANDRA IN SUPPORT THEREOF**

- 1 Affects Gamma Medica-Ideas (USA), Inc.,
2 only
- 3 Affects Gamma Medica-Ideas, Inc., only
- 4 Affects Advanced Molecular Imaging LLC,
5 only
- 6 Affects Advanced Molecular Imaging, Inc.,
7 only
- 8 Affects Industrial Digital Imaging, Inc., only

**[Application for Order Shortening Time
Filed Concurrently Herewith]**

[Proposed] Hearing Schedule:

Date: February 20, 2013

Time: 1:30 p.m.

Place: Courtroom 301

21041 Burbank Blvd.

Woodland Hills, CA 91367

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Advanced Molecular Imaging LLC ("AMI LLC"), Industrial Digital Imaging, Inc.
2 ("IDI"), Advanced Molecular Imaging, Inc. ("AMI Inc."), Gamma Medica-Ideas, Inc. ("Gamma
3 Holdco") and Gamma Medica-Ideas (USA), Inc. ("Gamma USA"), Chapter 11 debtors and
4 debtors in possession in the above-entitled jointly administered Chapter 11 bankruptcy cases
5 (collectively, the "Debtors"), hereby move (the "Motion") for entry of an order authorizing: (1)
6 the Debtors to acquire the intellectual property assets of Gamma Medica-Ideas (Norway) AS
7 ("GMI Norway"), pursuant to 11 U.S.C. §§ 105 and 363; and (2) the sale of Gamma Holdco's
8 equity interests in, and claims against, GMI Norway to Gunnar Maehlum ("Maehlum") free and
9 clear of liens, claims and interests, pursuant to 11 U.S.C. §§ 105 and 363.

10 **SUMMARY OF THE MOTION**

11 On August 20, 2012 (the "Petition Date"), the Debtors filed voluntary petitions under
12 Chapter 11 of Title 11 of the United States Code (as amended, the "Bankruptcy Code"). The
13 Debtors continue to manage their financial affairs and operate their bankruptcy estates as debtors
14 in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code, recognizing that the
15 Debtors recently stipulated to the appointment of a Chapter 11 trustee for their cases, which
16 Chapter 11 trustee is expected to be appointed before the end of February, 2013.

17 Headquartered in Northridge, California, the Debtors are providers of next-generation pre-
18 clinical and clinical imaging systems based on technologies designed to improve patient health
19 through early diagnosis of disease, through early patient treatment, and by enabling new drug
20 discovery. The Debtors operate through two divisions – pre-clinical and clinical divisions.
21 Gamma Holdco is the sole shareholder of GMI Norway. GMI Norway develops radiation
22 detector systems and creates highly integrated detector readout data acquisition systems, which
23 are used in satellite space missions and in commercial products.

24 In accordance with a bid procedures order which was entered by the Court on December
25 20, 2012, the Debtors conducted an auction sale of their two businesses (commonly referred to as
26 their clinical business and their pre-clinical business) at the Court on January 4, 2013. At the
27 conclusion of the auction sale, the Debtors advised the Court that the Debtors deemed a cash bid
28 of \$3.0 million for the Debtors' clinical business from a buyer known as Imaging Acquisition Inc.

1 (“IAI”) (with a performance guaranty from Psilos Group Partners III, L.P.) to be the highest and
2 best bid received by the Debtors for their clinical business and therefore the winning bid for the
3 Debtors’ clinical business.

4 A hearing for the Court to consider approval of the sale of the Debtors’ clinical business
5 was scheduled to be held on January 14, 2013 at 2:00 p.m. The Official Committee of Unsecured
6 Creditors (the “Committee”) filed a motion with the Court requesting a continuance of the sale
7 hearing. The Committee made clear that the Court should not approve either of the Debtors’
8 proposed sales unless the sales resulted in a substantial benefit to the Debtors’ estates and the
9 language in the sale orders was drafted in a manner that would not be prejudicial to the
10 Committee in connection with the litigation that the Committee has commenced against a number
11 of parties in these cases, including the two proposed buyers.

12 At a hearing held on February 5, 2013, the parties read on to the record of the Court an
13 outline of an agreement which had been reached between the parties. One of the terms of that
14 agreement involved possible consensual sales of the Debtors’ clinical and pre-clinical businesses
15 to IAI and CRP. A continued hearing on the sale motion is presently scheduled for February 20,
16 2013.

17 The proposed Asset Purchase Agreement between the Debtors and IAI requires that the
18 Debtors acquire the intellectual property assets of GMI Norway on terms and conditions
19 reasonably acceptable to IAI. Specifically, section 7.02 of the proposed Asset Purchase
20 Agreement between the Debtors and IAI provides as follows:

21 “Norway Transaction. The Sellers shall have consummated their acquisition of the
22 intellectual property assets of Gamma Medica-Ideas Norway AS (“GMI Norway”) on terms and
23 conditions reasonably acceptable to Purchaser (Purchaser acknowledges that such terms and
24 agreements shall include, inter alia, its obligation to provide to GMI Norway a perpetual,
25 exclusive, worldwide royalty free license of such intellectual property in the field of use of
26 imaging in connection with space exploration) and on terms and conditions allowing Sellers to
27 comply with and perform their obligations under this Agreement.”

28

1 Accordingly, in connection with a sale of the clinical business to IAI, the Debtors are
2 required to acquire the intellectual property assets of GMI Norway. The Debtors have negotiated
3 the acquisition of GMI Norway's intellectual property assets pursuant to that certain "Asset Sale
4 And Purchase Agreement" between GMI Norway, as seller, and Gamma Holdco, as buyer (the
5 "Norway APA") and that certain "Share Sale And Purchase Agreement" between Gamma Holdco
6 as seller and Maehlum as buyer (the "Norway SPA"). The Norway APA is attached as Exhibit
7 "1" to the Calandra Declaration and the Norway SPA is attached as Exhibit "2" to the Calandra
8 Declaration. The transactions contemplated in the Norway APA are conditioned upon the
9 transactions contemplated in the Norway SPA.

10 **THE NORWAY APA**

11 Pursuant to the Norway APA, GMI Norway shall sell, assign, transfer and convey GMI
12 Norway's portfolio of patents and certain other intellectual property which is listed and further
13 described in Appendix 1 to the Norway APA (the "Norway IP"). In return, GMI Norway will
14 receive a perpetual, royalty-free, paid-up, non-exclusive license to use the patents described in
15 Appendix 1 to the Norway APA (the "Norway License").

16 The purchase price for the Norway IP, in addition to the Norway License, is NOK 200000
17 (the "Purchase Price").¹ The Purchase Price will be paid by way of setoff of GMI Norway's debts
18 to Gamma Holdco in the amount of NOK 200000 (for intercompany loans).

19 The transactions contemplated in the Norway APA are conditioned upon:

- 20 (a) Bankruptcy Court approval;
- 21 (b) the consent and approvals of the CRP and Psilos; and
- 22 (c) a final and successful closing of the Norway SPA.

23 **THE NORWAY SPA**

24 Pursuant to the Norway SPA, Gamma Holdco shall sell to Maehlum its shares in GMI
25 Norway (the "Shares") and its claims against GMI Norway based on certain intercompany loans
26 (the "Claims") (except for NOK 200 000 of the Claim which shall remain with Gamma Holdco

27 ¹ NOK is the symbol for the Norwegian Krone, which is Norway's currency. One Krone is
28 currently roughly equivalent to US .18.

1 and be subject to payment by setoff in accordance with the Norway APA. The sale of the Shares
2 and Claims shall be free and clear of liens, claims and interests. Maehlum shall pay USD \$1.00 in
3 connection with this transaction which is a condition of the Norway APA, which provides the
4 Debtors with the IP they are required to acquire under the proposed Asset purchase Agreement
5 between IAI and the Debtors.

6 The Debtors believe that Court approval of the Norway APA and Norway SPA will
7 provide the Debtors with the benefits of acquiring the IP from GMI Norway, thereby allowing the
8 Debtors to meet one of the pre-conditions of a sale of the Debtors' clinical business to IAI.
9 Separate and apart from that pre-condition, the Debtors believe that the Norway APA and the
10 Norway SPA on their own should be approved by the Court because, even if a sale with IAI is not
11 ultimately approved or closed, the Debtors stand to benefit from having acquired IP from GMI
12 Norway. GMI Norway is willing to transfer the IP to Gamma Holdco and is conditioning such
13 transfer upon the Norway SPA because GMI Norway is presently in jeopardy of failing to comply
14 with its local regulatory requirements and being declared insolvent by Norwegian authorities. A
15 transfer of the Shares and Claims from Gamma Holdco to a third party will facilitate GMI
16 Norway's efforts to remain in compliance with Norwegian regulatory requirements and avoid
17 insolvency proceedings. The Debtors believe that a transfer of the Shares and Claims is
18 appropriate and necessary to obtain the IP.

19 **RELIEF REQUESTED IN THE MOTION**

20 The Debtors respectfully request that the Court enter an order:

- 21 1. Granting the Motion;
 - 22 2. Authorizing the Debtors to enter into the Norway APA and acquire the IP pursuant
23 to the Norway APA;
 - 24 3. Authorizing the Debtors to enter into the Norway SPA and sell the Shares and
25 Claims free and clear of liens, claims, and interests, to Maehlum; and
 - 26 4. Granting such further relief as the Court deems just and proper.
- 27
28

1 Dated: February 13, 2013

GAMMA MEDICA-IDEAS (USA), INC., et
al.

2
3 By: /s/ Krikor Meshefejian

4 RON BENDER

KRIKOR J. MESHEFEJIAN

5 LEVENE, NEALE, BENDER, YOO

6 & BRILL L.L.P.

7 Counsel for Chapter 11 Debtors and Debtors
in Possession

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Advanced Molecular Imaging LLC ("AMI LLC"), Industrial Digital Imaging, Inc.
3 ("IDI"), Advanced Molecular Imaging, Inc. ("AMI Inc."), Gamma Medica-Ideas, Inc. ("Gamma
4 Holdco") and Gamma Medica-Ideas (USA), Inc. ("Gamma USA"), Chapter 11 debtors and
5 debtors in possession in the above-entitled jointly administered Chapter 11 bankruptcy cases
6 (collectively, the "Debtors"), hereby submit this motion (the "Motion") for entry of an order
7 authorizing: (1) the Debtors to acquire the intellectual property assets of Gamma Medica-Ideas
8 (Norway) AS ("GMI Norway"), pursuant to 11 U.S.C. §§ 105 and 363; and (2) the sale of
9 Gamma Holdco's equity interests in, and claims against, GMI Norway to Gunnar Maehlum
10 ("Maehlum") free and clear of liens, claims and interests, pursuant to 11 U.S.C. §§ 105 and 363.

11 **I. STATEMENT OF FACTS**

12 **A. Background.**

13 On August 20, 2012 (the "Petition Date"), the Debtors filed voluntary petitions under
14 Chapter 11 of Title 11 of the United States Code (as amended, the "Bankruptcy Code"). The
15 Debtors continue to manage their financial affairs and operate their bankruptcy estates as debtors
16 in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code, recognizing that the
17 Debtors recently stipulated to the appointment of a Chapter 11 trustee for their cases, which
18 Chapter 11 trustee is expected to be appointed before the end of February, 2013.

19 Headquartered in Northridge, California, the Debtors are providers of next-generation pre-
20 clinical and clinical imaging systems based on technologies designed to improve patient health
21 through early diagnosis of disease, through early patient treatment, and by enabling new drug
22 discovery. The Debtors operate through two divisions – pre-clinical and clinical divisions.
23 Gamma Holdco is the sole shareholder of GMI Norway. GMI Norway develops radiation
24 detector systems and creates highly integrated detector readout data acquisition systems, which
25 are used in satellite space missions and in commercial products.

26 In accordance with a bid procedures order which was entered by the Court on December
27 20, 2012, the Debtors conducted an auction sale of their two businesses (commonly referred to as
28 their clinical business and their pre-clinical business) at the Court on January 4, 2013. At the

1 conclusion of the auction sale, the Debtors advised the Court that the Debtors deemed a cash bid
2 of \$3.0 million for the Debtors' clinical business from a buyer known as Imaging Acquisition Inc.
3 ("IAI") (with a performance guaranty from Psilos Group Partners III, L.P.) to be the highest and
4 best bid received by the Debtors for their clinical business and therefore the winning bid for the
5 Debtors' clinical business.

6 A hearing for the Court to consider approval of the sale of the Debtors' clinical business
7 was scheduled to be held on January 14, 2013 at 2:00 p.m. The Official Committee of Unsecured
8 Creditors (the "Committee") filed a motion with the Court requesting a continuance of the sale
9 hearing. The Committee made clear that the Court should not approve either of the Debtors'
10 proposed sales unless the sales resulted in a substantial benefit to the Debtors' estates and the
11 language in the sale orders was drafted in a manner that would not be prejudicial to the
12 Committee in connection with the litigation that the Committee has commenced against a number
13 of parties in these cases, including the two proposed buyers.

14 At a hearing held on February 5, 2013, the parties read on to the record of the Court an
15 outline of an agreement which had been reached between the parties. One of the terms of that
16 agreement involved possible consensual sales of the Debtors' clinical and pre-clinical businesses
17 to IAI and CRP. A continued hearing on the sale motion is presently scheduled for February 20,
18 2013.

19 The proposed Asset Purchase Agreement between the Debtors and IAI requires that the
20 Debtors acquire the intellectual property assets of GMI Norway on terms and conditions
21 reasonably acceptable to IAI. Specifically, section 7.02 of the proposed Asset Purchase
22 Agreement between the Debtors and IAI provides as follows:

23 "Norway Transaction. The Sellers shall have consummated their acquisition of the
24 intellectual property assets of Gamma Medica-Ideas Norway AS ("GMI Norway") on terms and
25 conditions reasonably acceptable to Purchaser (Purchaser acknowledges that such terms and
26 agreements shall include, inter alia, its obligation to provide to GMI Norway a perpetual,
27 exclusive, worldwide royalty free license of such intellectual property in the field of use of
28

1 imaging in connection with space exploration) and on terms and conditions allowing Sellers to
2 comply with and perform their obligations under this Agreement.”

3 Accordingly, in connection with a sale of the clinical business to IAI, the Debtors are
4 required to acquire the intellectual property assets of GMI Norway. The Debtors have negotiated
5 the acquisition of GMI Norway’s intellectual property assets pursuant to that certain “Asset Sale
6 And Purchase Agreement” between GMI Norway, as seller, and Gamma Holdco, as buyer (the
7 “Norway APA”) and that certain “Share Sale And Purchase Agreement” between Gamma Holdco
8 as seller and Maehlum as buyer (the “Norway SPA”). The Norway APA is attached as Exhibit
9 “1” to the Calandra Declaration and the Norway SPA is attached as Exhibit “2” to the Calandra
10 Declaration. The transactions contemplated in the Norway APA are conditioned upon the
11 transactions contemplated in the Norway SPA.

12 **B. The Norway APA.**

13 Pursuant to the Norway APA, GMI Norway shall sell, assign, transfer and convey GMI
14 Norway’s portfolio of patents and certain other intellectual property which is listed and further
15 described in Appendix 1 to the Norway APA (the “Norway IP”). In return, GMI Norway will
16 receive a perpetual, royalty-free, paid-up, non-exclusive license to use the patents described in
17 Appendix 1 to the Norway APA (the “Norway License”).

18 The purchase price for the Norway IP, in addition to the Norway License, is NOK 200000
19 (the “Purchase Price”).² The Purchase Price will be paid by way of setoff of GMI Norway’s debts
20 to Gamma Holdco in the amount of NOK 200000 (for intercompany loans).

21 The transactions contemplated in the Norway APA are conditioned upon:

- 22 (a) Bankruptcy Court approval;
- 23 (b) the consent and approvals of the CRP and Psilos; and
- 24 (c) a final and successful closing of the Norway SPA.

25
26
27 _____
28 ² NOK is the symbol for the Norwegian Krone, which is Norway’s currency. One Krone is
currently roughly equivalent to US .18.

1 **C. The Norway SPA.**

2 Pursuant to the Norway SPA, Gamma Holdco shall sell to Maehlum its shares in GMI
3 Norway (the "Shares") and its claims against GMI Norway based on certain intercompany loans
4 (the "Claims") (except for NOK 200 000 of the Claim which shall remain with Gamma Holdco
5 and be subject to payment by setoff in accordance with the Norway APA. The sale of the Shares
6 and Claims shall be free and clear of liens, claims and interests. Maehlum shall pay USD \$1.00 in
7 connection with this transaction which is a condition of the Norway APA, which provides the
8 Debtors with the IP they are required to acquire under the proposed Asset purchase Agreement
9 between IAI and the Debtors.

10 **D. Court Approval Of The Norway APA And The Norway SPA Is Appropriate And**
11 **Necessary.**

12 The Debtors believe that Court approval of the Norway APA and Norway SPA will
13 provide the Debtors with the benefits of acquiring the IP from GMI Norway, thereby allowing the
14 Debtors to meet one of the pre-conditions of a sale of the Debtors' clinical business to IAI.
15 Separate and apart from that pre-condition, the Debtors believe that the Norway APA and the
16 Norway SPA on their own should be approved by the Court because, even if a sale with IAI is not
17 ultimately approved or closed, the Debtors stand to benefit from having acquired IP from GMI
18 Norway. GMI Norway is willing to transfer the IP to Gamma Holdco and is conditioning such
19 transfer upon the Norway SPA because GMI Norway is presently in jeopardy of failing to comply
20 with its local regulatory requirements and being declared insolvent by Norwegian authorities. A
21 transfer of the Shares and Claims from Gamma Holdco to a third party will facilitate GMI
22 Norway's efforts to remain in compliance with Norwegian regulatory requirements and avoid
23 insolvency proceedings. The Debtors believe that a transfer of the Shares and Claims is
24 appropriate and necessary to obtain the IP.

25 Therefore, the Debtors, in an exercise of their business judgment, believe that the Norway
26 APA and the Norway SPA should be approved by the Court and the Debtors should be authorized
27 to enter into the transactions contemplated in the Norway APA and the Norway SPA.

28

1 **II. DISCUSSION**

2 **A. The Court Should Approve The Transactions Contemplated In The Norway APA**
3 **and the Norway SPA.**

4 Section 363(b) of the Bankruptcy Code provides that a debtor “after notice and a hearing,
5 may use, sell or lease, other than in the ordinary course of business, property of the estate.” To
6 approve a use, sale or lease of property other than in the ordinary course of business, the court
7 must find “some articulated business justification.” See, e.g., In re Martin (Myers v. Martin), 91
8 F.3d 389, 395 (3d Cir. 1996) citing In re Schipper (Fulton State Bank v. Schipper), 933 F.2d 513,
9 515 (7th Cir. 1991); Comm. of Equity SEC Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d
10 1063, 1070 (2d Cir. 1983); In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir.
11 1986) (implicitly adopting the “sound business judgment” test of Lionel Corp. and requiring good
12 faith); In re Delaware and Hudson Ry. Co., 124 B.R. 169 (D. Del. 1991) (concluding that the
13 Third Circuit adopted the “sound business judgment” test in the Abbotts Dairies decision).

14 In the Ninth Circuit, “cause” exists for authorizing a sale of estate assets if it is in the best
15 interest of the estate, and a business justification exists for authorizing the sale. In re Huntington,
16 Ltd., 654 F.2d 578 (9th Cir. 1981); In re Walter, 83 B.R. 14, 19-20 (9th Cir. B.A.P. 1988). The
17 Ninth Circuit has also held that section 363 allows the sale of substantially all assets of a debtor's
18 bankruptcy estate after notice and a hearing. In re Qintex Entertainment, Inc., 950 F.2d 1492 (9th
19 Cir. 1991).

20 In determining whether a sale satisfies the business judgment standard, courts have held
21 that: (1) there be a sound business reason for the sale; (2) accurate and reasonable notice of the
22 sale be given to interested persons; (3) the sale yield an adequate price (i.e., one that is fair and
23 reasonable); and (4) the parties to the sale have acted in good faith. Titusville Country Club v.
24 Pennbank (In re Titusville Country Club), 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); see also, In
25 re Walter, 83 B.R. at 19-20.

26 The Debtors submit that the transactions contemplated in the Norway APA and Norway
27 SPA clearly comport with each of these four criteria and demonstrates that the Debtors’ business
28 judgment to proceed with those transactions is sound.

1 1. Sound Business Purpose.

2 The proposed Asset Purchase Agreement between the Debtors and IAI requires that the
3 Debtor acquire the intellectual property assets of GMI Norway on terms and conditions
4 reasonably acceptable to IAI. Specifically, section 7.02 of the proposed Asset Purchase
5 Agreement between the Debtors and IAI provides as follows:

6 “Norway Transaction. The Sellers shall have consummated their acquisition of the
7 intellectual property assets of Gamma Medica-Ideas Norway AS (“GMI Norway”) on terms and
8 conditions reasonably acceptable to Purchaser (Purchaser acknowledges that such terms and
9 agreements shall include, inter alia, its obligation to provide to GMI Norway a perpetual,
10 exclusive, worldwide royalty free license of such intellectual property in the field of use of
11 imaging in connection with space exploration) and on terms and conditions allowing Sellers to
12 comply with and perform their obligations under this Agreement.”

13 In connection with a sale of the clinical business to IAI, the Debtor is required to acquire
14 the intellectual property assets of GMI Norway. Thus, Court approval of the Norway APA and
15 Norway SPA will provide the Debtors with the benefits of acquiring the IP from GMI Norway,
16 thereby allowing the Debtors to meet one of the pre-conditions of a sale of the Debtors’ clinical
17 business to IAI. Separate and apart from that pre-condition, the Debtors believe that the Norway
18 APA and the Norway SPA on their own should be approved by the Court because, even if a sale
19 with IAI is not ultimately approved or closed, the Debtors stand to benefit from having acquired
20 IP from GMI Norway. GMI Norway is willing to transfer the IP to Gamma Holdco and is
21 conditioning such transfer upon the Norway SPA because GMI Norway is presently in jeopardy
22 of failing to comply with its local regulatory requirements and being declared insolvent by
23 Norwegian authorities. A transfer of the Shares and Claims from Gamma Holdco to a third party
24 will facilitate GMI Norway’s efforts to remain in compliance with Norwegian regulatory
25 requirements and avoid insolvency proceedings. The Debtors therefore submit that their proposed
26 sale is justified by sound business purposes, satisfying the first requirement for a sale under
27 Section 363(b) of the Bankruptcy Code.

28 2. Accurate and Reasonable Notice.

1 The Debtors will provide notice of this Motion on all of the Debtors' secured creditors, the
2 UST, counsel to the Committee, and those parties who have requested special notice.

3 3. Fair and Reasonable Price.

4 The Debtors' acquisition of the IP is a pre-condition to the sale of the Debtors' clinical
5 assets to IAI. The Debtors' management has negotiated the Norway APA and Norway SPA with
6 GMI Norway's management (which is different from the Debtors' management), at arms' length,
7 in an effort to ensure that the Debtors can meet the requirements of IAI's Asset Purchase
8 Agreement. GMI Norway, which is currently in jeopardy of being declared insolvent as a result
9 of its inability to meet regulatory requirements as a result of the Debtors' inability to assist GMI
10 Norway with meeting GMI Norway's regulatory requirements, has conditioned the transfer of its
11 IP upon the Debtors' sale of the Shares and Claims to a third party, which would allow GMI
12 Norway to come into regulatory compliance and avoid insolvency proceedings. The Debtor does
13 not believe that its transfer of Shares and Claims in a near-insolvent subsidiary negatively affects
14 the Debtors' estate. On the contrary, the sale of the Shares and Claims allows the Debtor to
15 acquire the IP and meet the conditions to the sale of its clinical business to IAI. The Debtors
16 therefore submit that the value received by the estates as compared to the costs to the estates is
17 very fair and reasonable.

18 4. Good Faith.

19 The transactions contemplated by the Norway APA and the Norway SPA are meant to
20 provide the Debtors with the IP necessary to consummate a sale of their clinical business while
21 assisting GMI Norway with its efforts to avoid insolvency. The costs to the Debtors of
22 undertaking these transactions is negligible, as the Debtors are transferring only Shares in and
23 Claims against a possibly insolvent subsidiary located in Norway which is in jeopardy of losing
24 its ability to operate under Norwegian law. The Debtors believe that it is imperative that it obtain
25 the IP as soon as possible, and the Debtors believe that its transfer of the Shares and Claims is
26 appropriate consideration for the IP. Accordingly, the Debtors submit that the transactions
27 contemplated in the Norway APA and the Norway SPA are in good faith.

28

1 **B. Section 363(f) of the Bankruptcy Code Permits the Sale of the Debtors' Assets to Be**
2 **Free and Clear of Any and All Liens, Claims and Interests ("Encumbrances").**

3 Section 363(f) of the Bankruptcy Code provides, in relevant part, as follows:

4 The trustee may sell property under subsection (b) . . . of this section free and clear of
5 any interest in such property of an entity other than the estate, only if—

6 (1) applicable non-bankruptcy law permits the sale of such property free and clear of
7 such interest; ...

8 (2) such entity consents;

9 (3) such interest is a lien and the price at which such property is to be sold is greater
10 than the aggregate value of all liens on such property;

11 (4) Such interest is in bona fide dispute; or

12 (5) such entity could be compelled, in a legal or equitable proceeding, to accept a
13 money satisfaction of such interest.

14 11 U.S.C. § 363(f). Section 363(f) of the Bankruptcy Code was drafted in the disjunctive. Thus,
15 a debtor need only meet the provisions of one of the five subsections of Section 363(f) in order
16 for a sale of property to be free and clear of liens, claims and interests.

17 **1. 363(f)(2).** The Debtors believe that their secured creditors will consent to a
18 free and clear sale of the Shares and Claims, and will consent to the Debtors' purchase of the IP.
19 Additionally, in the event any of the Debtors' secured creditors do not file an timely objection to
20 the Debtors' proposed sale, the Debtors submit that .the "consent" of an entity asserting an
21 interest in the property sought to be sold, as referenced in Section 363(f)(2) of the Bankruptcy
22 Code, can be implied if such entity fails to make a timely objection to the sale after receiving
23 notice of the sale. In re Eliot, 94 B.R. 343, 345 (E.D. Pa. 1988). In its ruling, the Eliot court
24 relied on In re Gabel, 61 B.R. 661 (Bankr. W.D. La. 1985), which held that implied consent is
25 sufficient to authorize a sale under § 363(f)(2). See also, In re Ex-Cel Concrete Company, Inc.,
26 178 B.R. 198, 203 (9th Cir. BAP 1995) ["The issue here is whether there was consent or non-
27 opposition by Citicorp."]; In re Paddlewheels, Inc., 2007 WL 1035151 (Bankr. E.D.La. April 2,
28 2007) ["The Sale Motion complies with section 363(f) of the Bankruptcy Code, in that the

1 Trustee either obtained the consent of Whitney to the sale of the Vessel to Purchaser or Whitney
2 had no objection to the Sale.”].

3 As a result of the foregoing, the Debtors submits that the Court should approve the sale of
4 the Shares and Claims at the auction sale free and clear of all Encumbrances of those parties who
5 do not file a timely objection to the sale, by deeming all such parties to have consented to the
6 proposed sale pursuant to Section 363(f)(2) of the Bankruptcy Code.

7 **2. 363(f)(4).** If CRP and/or Psilos choose for whatever reason not to consent to a
8 free and clear sale, the Debtors believe that the Court has the authority to approve of a free and
9 clear sale to the highest bidder(s) at the auction sale because the liens of CRP and Psilos are the
10 subject of a lawsuit filed by the Committee which the Court could consider to rise to the level of a
11 “bona fide dispute”. This provides the Court with the authority to approve a free and clear sale
12 over the objection of CRP and Psilos.

13 **3. 363(f)(5).** Section 363(f)(5) of the Bankruptcy Code permits a sale of property
14 free and clear of liens and interests if "such entity could be compelled, in a legal or equitable
15 proceeding, to accept a money satisfaction of such interest." 11 U.S.C. § 363(f)(5). Courts have
16 held that chapter 11 cramdown is a typical “legal proceeding” by which an entity may be
17 compelled to accept less than full money satisfaction and which will permit the sale of creditor’s
18 collateral free and clear of interest under Section 363(f)(5). In re Gulf States Steel, Inc. of
19 Alabama, 285 B.R. 497, 508 (Bankr. N.D. Ala. 2002)(holding that the liens or interests identified
20 in the sale motion could be compelled to accept a money satisfaction in a cram down plan of
21 reorganization in a chapter 11 case); Scherer v. Federal National Mortgage Association (In re
22 Terrace Chalet Apartments, LTD.), 159 B.R. at 829 (finding that Section 1129(b)(2) cram down is
23 such a provision); In re Perroncello, 170 B.R. 189 (Bankr. D. Mass. 1994); Collier ¶ 363.06[6][a].
24 Thus, the trustee can sell property free and clear of a creditor’s lien it if demonstrates it can cram
25 down the creditor’s interest pursuant to § 1129(b)(2).

26 Likewise, the holder of a tax lien that would be subordinated under Section 724 can be
27 compelled to accept less than full payment. In re Grand Slam U.S.A., Inc., 178 B.R. at 461-62
28 (holding that § 724(b)(2) is applicable for purposes of § 363(f)(5) because it creates a mechanism

1 by which lien creditors are compelled to receive less than full payment of their interest); In re
2 Healthco Int'l Inc., 174 B.R. 174, 176-78 (Bankr. D. Mass. 1994)(concluding that the Trustee
3 may sell the property pursuant to section 363(f)(5) free of the County's tax lien lien); Collier, ¶
4 363.06[6][a]. In addition to the legal arguments set forth above, the ability of a debtor to "cram-
5 down" a secured creditor under 11 U.S.C. Sec. 1129(b)(1) and (2) also constitutes a "legal
6 proceeding" pursuant to which a secured creditor could be compelled to accept a money
7 satisfaction. See, In re Grand Slam, U.S.A. Inc., 178 B.R. 460, 462 (E.D. Mich. 1995);
8 1129(b)(2)(A).

9 All of the above requirements for cram down are met in these cases. Based upon all of
10 the foregoing, the Debtors submit that all of their secured creditors could be compelled, in a legal
11 or equitable proceeding, to accept a money satisfaction of their interest. The Debtors' proposed
12 sale of the Shares and Claims should therefore be free and clear of all Encumbrances.

13 **III. CONCLUSION**

14 For the reasons set forth herein, the Debtors respectfully request that the Court enter an
15 order:

- 16 1. Granting the Motion;
- 17 2. Authorizing the Debtors to enter into the Norway APA and acquire the IP pursuant
18 to the Norway APA;
- 19 3. Authorizing the Debtors to enter into the Norway SPA and sell the Shares and
20 Claims free and clear of liens, claims, and interests, to Maehlum; and
- 21 4. Granting such further relief as the Court deems just and proper.

22 Dated: February 13, 2013

GAMMA MEDICA-IDEAS (USA), INC., et
23 al.

24 By: /s/ Krikor Meshefejian

25 RON BENDER

26 KRIKOR J. MESHEFEJIAN

27 LEVENE, NEALE, BENDER, YOO

& BRILL L.L.P.

28 Counsel for Chapter 11 Debtors and Debtors
in Possession

DECLARATION OF JAMES CALANDRA

I, JAMES CALANDRA, HEREBY DECLARE AS FOLLOWS:

1. I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto.

2. Effective on or about June 20, 2011, I became the Chief Financial Officer (“CFO”) for Advanced Molecular Imaging LLC (“AMI LLC”), Industrial Digital Imaging, Inc. (“IDI”), Advanced Molecular Imaging, Inc. (“AMI Inc.”), Gamma Medica-Ideas, Inc. (“Gamma Holdco”) and Gamma Medica-Ideas (USA), Inc. (“Gamma USA”), the debtors and debtors in possession in the above-entitled, jointly-administered Chapter 11 bankruptcy cases (collectively, the “Debtors”). On or about March 28, 2012, I became Chief Executive Officer and President for the Debtors. In June, 2012, I was appointed a member of the Debtors’ Board of Managers. I am therefore intimately familiar with Debtors’ business operations, financial affairs, needs, performance and management.

3. On August 20, 2012 (the “Petition Date”), the Debtors filed voluntary petitions under Chapter 11 of Title 11 of the United States Code (as amended, the “Bankruptcy Code”). The Debtors continue to manage their financial affairs and operate their bankruptcy estates as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code, recognizing that the Debtors recently stipulated to the appointment of a Chapter 11 trustee for their cases, which Chapter 11 trustee is expected to be appointed before the end of February, 2013.

4. Headquartered in Northridge, California, the Debtors are providers of next-generation pre-clinical and clinical imaging systems based on technologies designed to improve patient health through early diagnosis of disease, through early patient treatment, and by enabling new drug discovery. The Debtors operate through two divisions – pre-clinical and clinical divisions. Gamma Holdco is the sole shareholder of GMI Norway. GMI Norway develops radiation detector systems and creates highly integrated detector readout data acquisition systems, which are used in satellite space missions and in commercial products.

5. In accordance with a bid procedures order which was entered by the Court on December 20, 2012, the Debtors conducted an auction sale of their two businesses (commonly

1 referred to as their clinical business and their pre-clinical business) at the Court on January 4,
2 2013. At the conclusion of the auction sale, the Debtors advised the Court that the Debtors
3 deemed a cash bid of \$3.0 million for the Debtors' clinical business from a buyer known as
4 Imaging Acquisition Inc. ("IAI") (with a performance guaranty from Psilos Group Partners III,
5 L.P.) to be the highest and best bid received by the Debtors for their clinical business and
6 therefore the winning bid for the Debtors' clinical business.

7 6. A hearing for the Court to consider approval of the sale of the Debtors' clinical
8 business was scheduled to be held on January 14, 2013 at 2:00 p.m. The Official Committee of
9 Unsecured Creditors (the "Committee") filed a motion with the Court requesting a continuance of
10 the sale hearing. The Committee made clear that the Court should not approve either of the
11 Debtors' proposed sales unless the sales resulted in a substantial benefit to the Debtors' estates
12 and the language in the sale orders was drafted in a manner that would not be prejudicial to the
13 Committee in connection with the litigation that the Committee has commenced against a number
14 of parties in these cases, including the two proposed buyers.

15 7. At a hearing held on February 5, 2013, the parties read on to the record of the
16 Court an outline of an agreement which had been reached between the parties. One of the terms
17 of that agreement involved possible consensual sales of the Debtors' clinical and pre-clinical
18 businesses to IAI and CRP. A continued hearing on the sale motion is presently scheduled for
19 February 20, 2013.

20 8. The proposed Asset Purchase Agreement between the Debtors and IAI requires
21 that the Debtor acquire the intellectual property assets of GMI Norway on terms and conditions
22 reasonably acceptable to IAI. Specifically, section 7.02 of the proposed Asset Purchase
23 Agreement between the Debtors and IAI provides as follows:

24 "Norway Transaction. The Sellers shall have consummated their acquisition of the
25 intellectual property assets of Gamma Medica-Ideas Norway AS ("GMI Norway") on
26 terms and conditions reasonably acceptable to Purchaser (Purchaser acknowledges that
27 such terms and agreements shall include, inter alia, its obligation to provide to GMI
28 Norway a perpetual, exclusive, worldwide royalty free license of such intellectual property

1 in the field of use of imaging in connection with space exploration) and on terms and
2 conditions allowing Sellers to comply with and perform their obligations under this
3 Agreement.”

4 9. Accordingly, in connection with a sale of the clinical business to IAI, the Debtors
5 are required to acquire the intellectual property assets of GMI Norway. The Debtors have
6 negotiated the acquisition of GMI Norway’s intellectual property assets pursuant to that certain
7 “Asset Sale And Purchase Agreement” between GMI Norway, as seller, and Gamma Holdco, as
8 buyer (the “Norway APA”) and that certain “Share Sale And Purchase Agreement” between
9 Gamma Holdco as seller and Maehlum as buyer (the “Norway SPA”) . The Norway APA is
10 attached as Exhibit “1” to this Declaration and the Norway SPA is attached as Exhibit “2” to this
11 Declaration. The transactions contemplated in the Norway APA are conditioned upon the
12 transactions contemplated in the Norway SPA. I negotiated the Norway APA and the Norway
13 SPA on behalf of the Debtors with management for GMI Norway.

14 10. Pursuant to the Norway APA, GMI Norway shall sell, assign, transfer and convey
15 GMI Norway’s portfolio of patents and certain other intellectual property which is listed and
16 further described in Appendix 1 to the Norway APA (the “Norway IP”). In return, GMI Norway
17 will receive a perpetual, royalty-free, paid-up, non-exclusive license to use the patents described
18 in Appendix 1 to the Norway APA (the “Norway License”).

19 11. The purchase price for the Norway IP, in addition to the Norway License, is NOK
20 200000 (the “Purchase Price”).³ The Purchase Price will be paid by way of setoff of GMI
21 Norway’s debts to Gamma Holdco in the amount of NOK 200000 (for intercompany loans).

22 12. The transactions contemplated in the Norway APA are conditioned upon:

- 23 (a) Bankruptcy Court approval;
- 24 (b) the consent and approvals of the CRP and Psilos; and
- 25 (c) a final and successful closing of the Norway SPA.

26
27 _____
28 ³ NOK is the symbol for the Norwegian Krone, which is Norway’s currency. One Krone is currently roughly equivalent to US .18.

1 13. Pursuant to the Norway SPA, Gamma Holdco shall sell to Maehlum its shares in
2 GMI Norway (the "Shares") and its claims against GMI Norway based on certain intercompany
3 loans (the "Claims") (except for NOK 200 000 of the Claim which shall remain with Gamma
4 Holdco and be subject to payment by setoff in accordance with the Norway APA. The sale of the
5 Shares and Claims shall be free and clear of liens, claims and interests. Maehlum shall pay USD
6 \$1.00 in connection with this transaction which is a condition of the Norway APA, which
7 provides the Debtors with the IP they are required to acquire under the proposed Asset purchase
8 Agreement between IAI and the Debtors.

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 14. Court approval of the Norway APA and Norway SPA will provide the Debtors
2 with the benefits of acquiring the IP from GMI Norway, thereby allowing the Debtors to meet one
3 of the pre-conditions of a sale of the Debtors' clinical business to IAI. Separate and apart from
4 that pre-condition, the Norway APA and the Norway SPA on their own should be approved by
5 the Court because, even if a sale with IAI is not ultimately approved or closed, the Debtors stand
6 to benefit from having acquired IP from GMI Norway. GMI Norway is willing to transfer the IP
7 to Gamma Holdco and is conditioning such transfer upon the Norway SPA because GMI Norway
8 is presently in jeopardy of failing to comply with its local regulatory requirements and being
9 declared insolvent by Norwegian authorities. A transfer of the Shares and Claims from Gamma
10 Holdco to a third party will facilitate GMI Norway's efforts to remain in compliance with
11 Norwegian regulatory requirements and avoid insolvency proceedings. The Debtors are not in
12 any position either financially or otherwise to assist GMI Norway with its financial and regulatory
13 issues, but the Debtors stand to gain from obtaining GMI Norway's IP. Under these
14 circumstances, where GMI Norway is conditioning the transfer of the IP upon Gamma Holdco's
15 transfer of the Shares and Claims, it is appropriate and necessary to enter into both the Norway
16 APA and the Norway SPA and consummate the transactions contemplated therein.

17 I declare under penalty of perjury that the foregoing is true and correct to the best of my
18 knowledge.

19 Executed on this 12th day of February, 2013.

20
21 
22 James Calandra, Declarant

EXHIBIT “1”

ASSET SALE AND PURCHASE AGREEMENT

BETWEEN

Gamma Medica-Ideas (Noway) AS.
(as Seller)

AND

Gamma Medica-Ideas Inc.
(as Buyer)

This sale and purchase agreement (the "**Agreement**") is entered into this 7 February 2013 by and between:

- (1) Gamma Medica-Ideas (Noway) AS, a Norwegian private limited liability company registered with the Norwegian Register of Business Enterprises under organization number 965 650 776 (the "**Seller**"); and
- (2) Gamma Medica-Ideas Inc., a Delaware (U.S.A.) corporation maintains its principal place of business at 19355 Business Center Drive Suite 8 Northridge, CA 91324, U.S.A (the "**Buyer**"). Buyer is currently a debtor in a chapter 11 bankruptcy case pending before the United States Bankruptcy Court, Central District of California, San Fernando Valley Division (the "**Bankruptcy Court**").

collectively referred to as the "Parties"

1. BACKGROUND

- 1.1 The Seller's portfolio of patents and certain other parts of the immaterial property are no longer considered key to the Seller's business (the "**Intellectual Property**"). Such Intellectual Property is listed and further described in Appendix 1. The intellectual property which is to remain with the Seller is further described in Appendix 2.
- 1.2 The Parties have agreed on the distribution of rights to current trademarks and other related Intellectual Property issues as further described in Appendix 1.
- 1.3 The Buyer wishes to acquire the Intellectual Property, and the Seller wishes to sell the Intellectual Property.
- 1.4 The Buyer wishes to grant to the Seller a perpetual, royalty-free, paid-up, non-exclusive license to use all the patents as further described in Appendix 1 pursuant to the terms and conditions of the License Agreement defined below (the "**Patent License**").
- 1.5 The Parties will immediately following the Closing (as the term is defined below) enter into a license agreement (the "**License Agreement**"), enclosed as Appendix 3 hereto, regarding the Patent License.
- 1.5 The Buyer has agreed to sell all its shares in the Seller on the terms and conditions set out in the share purchase agreement between the Buyer and Mr. Gunnar Mæhlum (the "**Share Purchase Agreement**").

- 1.6 This Agreement sets out the terms and conditions upon and subject to which the Buyer will acquire the Intellectual Property from the Seller and the Buyer will grant the Seller the Patent License.

2. THE OBJECT OF THE TRANSFER

- 2.1 The object of the transfer is the Intellectual Property set out in Appendix 1 and the Patent License, respectively.

3. SALE AND PURCHASE

- 3.1 On the terms and subject to the conditions set out in this Agreement, the Seller shall sell, assign, transfer and convey the Intellectual Property to the Buyer, and the Buyer shall purchase and accept the Intellectual Property from the Seller [and grant the Patent License to the Seller] (the "**Transaction**").

4. CONSIDERATION

- 4.1 Purchase Price

The Parties have put their best endeavors into determining the fair market value of the Intellectual Property. Considering all relevant elements, including the Patent License, it is agreed that the Buyer shall pay an aggregate consideration to the Seller for the Intellectual Property of NOK 200 000 (the "**Purchase Price**").

- 4.2 Payment by setoff

The Seller is indebted to the Buyer in the amount of NOK 200 000 for intercompany loans made prior to the date of this Agreement. The Purchase Price will be settled by offset of the Purchase Price against the verified claim.

5. CLOSING CONDITIONS

- 5.1 The ability and obligation of the Seller to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (unless waived in writing by the Seller):

- (a) This Agreement is approved by the Bankruptcy Court pursuant to the entry of an order which has become a final order not subject to appeal. This Agreement shall be automatically deemed to be null and void if it is not approved by the Bankruptcy Court.

- (b) A final and successful Closing of the Share Purchase Agreement between Buyer and Gunnar Mæhlum as of the same date as this Agreement, as set out in clause 5 of the Share Purchase Agreement.

5.2 The ability and obligation of the Buyer to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (unless waived in writing by the Buyer):

- (a) This Agreement is approved by the Bankruptcy Court pursuant to the entry of an order which has become a final order not subject to appeal. This Agreement shall be automatically deemed to be null and void if it is not approved by the Bankruptcy Court.
- (b) The Buyer having received all consents or approvals of its secured lenders necessary in connection with the transactions contemplated by this Agreement.
- (c) A final and successful Closing of the Share Purchase Agreement between Buyer and Gunnar Mæhlum as of the same date as this Agreement, as set out in clause 5 of the Share Purchase Agreement.

If one or more of the conditions as set out under this Clause 5 have not been met, or waived by the Parties, by 15 April 2013, then this Agreement shall terminate automatically and with immediate effect, in which case each Party will be relieved of any liability hereunder in respect of the other Party.

6. CLOSING

6.1 The Closing of the Transaction will take place immediately after the Closing of the Share Purchase Agreement, subject to all of the closing conditions set forth in clause 4 in this Agreement have been fulfilled (the "**Closing Date**").

6.2 The Seller's Closing obligations:

6.2.1 On the Closing Date the Seller shall;

- (i) deliver or transfer to the Buyer, free of any encumbrances save for the Patent Licence, all the Intellectual Property as further described in Appendix 1 in a manner described in Appendix 1 or agreed by the Parties; and
- (ii) deliver evidence confirming that notice of such transfers and/or cancellations as described in Appendix 1 has been executed and notified to the relevant registrars.

6.3 The Buyer's Closing obligations:

6.3.1 On the Closing Date the Buyer shall;

- (i) pay the aggregate Purchase Price to the Seller as set out in clause 4.2.
- (ii) deliver evidence confirming that notice of such transfers and/or cancellations as described in Appendix 1 has been executed and notified to the relevant registrars.

6.4 Closing shall have been considered to have occurred only when all the actions set out in clauses 6.1 to 6.3 have been fulfilled.

7. REPRESENTATIONS AND WARRANTIES OF THE SELLER

7.1 The Seller hereby represents and warrants to the Buyer, as of the date hereof and as of the Closing Date, that

- (i) This Agreement constitutes a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms. The Seller has full power and authority to enter into this Agreement.
- (ii) Neither the execution nor delivery of this Agreement, nor the Closing or performance of any of the transactions contemplated hereby, will conflict with or violate (a) any provision of the articles of association of the Seller or (b) as of the Closing Date only, the Constituent Documents, or (c) any statute or law or any decree, regulation etc. of any governmental authority to which the Seller is subject.
- (iii) Appendix 1 and 2 sets forth all of the intellectual property rights owned by the Seller.

8. REPRESENTATIONS AND WARRANTIES OF THE BUYER

8.1 The Buyer hereby represents and warrants to the Seller, as of the date hereof and as of the Closing Date, that

- (i) Upon the entry of an order of the Bankruptcy Court approving this Agreement which has become a final order not subject to appeal, this Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.
- (ii) Subject to the entry by the Bankruptcy Court of an order approving this Agreement which has become a final order not subject to appeal, the Buyer has full power and authority to enter into this Agreement.
- (iii) Subject to the entry by the Bankruptcy Court of an order approving this Agreement which has become a final order not subject to appeal, neither the

execution nor delivery of this Agreement, nor the Closing or performance of any of the transactions contemplated hereby, will conflict with or violate (a) any provision of the articles of association or other governing document of the Buyer or (b) any statute or law or any decree, regulation etc. of any governmental authority to which the Buyer is subject.

9. TERMINATION

9.1 This Agreement may be terminated by the mutual consent of the Seller and the Buyer.

10. MISCELLANEOUS

10.1 Notices

All notices and other communications shall be in writing and shall be delivered or mailed on the addresses set out above (with a copy by e-mail)

The Seller:

Gunnar Maehlum, Løvåsveien 5, 0870 Oslo, Norway

The Buyer:

Gamma Medica-Ideas Inc., a Delaware, U.S.A. a limited liability company, maintaining its principal place of business at 19355 Business Center Drive Suite 8 Northridge, CA 91324, U.S.A

10.2 Entire Agreement

This Agreement, including all appendices hereto, shall constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

10.3 Assignment

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

10.4 Additional Documents

Each party hereto agrees to execute and deliver to the other party such further instruments and to take such further actions as the other party may reasonably deem necessary to fully effectuate the intent and purposes of this Agreement.

10.5 Survival

All representations and warranties contained in this Agreement shall survive the Closings and shall not merge into any instrument of assignment or conveyance delivered by the Seller.

10.6 Severability

Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad or narrow as to be unenforceable, the provision shall be interpreted to be only so broad or narrow as is enforceable.

10.7 Amendment; Waiver

This Agreement may be amended only by a written instrument executed by the Seller and the Buyer. Any failure of the Buyer to comply with any obligation, agreement or condition under this Agreement may only be waived in writing by Seller, and any such failure by the Seller may only be waived in writing by the Buyer, but any such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by a party to take any action against any breach of this Agreement or default by the other party shall constitute a waiver of such party's right to enforce any provision of this Agreement or to take any such action.

10.8 Counterparts

This Agreement may be executed simultaneously in two or more identical counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

10.9 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of Norway.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

For and on behalf of the Seller

For and on behalf of the Buyer

Signature: _____

Signature: _____

Name in block letters:

Name in block letters:

Title:

Title:

Appendix 1

Intellectual Property

Appendix 2 retained intellectual property (know-how)

Appendix 2

Retained intellectual property (know-how)

Appendix 1 Intellectual Property

- (i) The buyer will relinquish all rights to use the trademark “IDEAS™” and will cancel or withdraw the registered trademark “Gamma Medica-Ideas®.”
- (ii) The Seller will relinquish all rights to use the registered trademarks “Gamma Medica®,” “Gamma Medica-Ideas®,” “LumaGEM®,” “TRIUMPH®,” “FLEX TRIUMPH®,” “microSPECT®,” “labPET®,” “AMPS®,” “Innovation for Life™,” “Excellence Through Innovation™,” “A-SPECT™,” “X-SPECT™,” “GammaCam/OR™,” “LumaGEM SpotLight™,” and “MI Gamma Medica™.”
- (iii) The Seller will assign all patents to the Buyer as specified in Table A below.
- (iv) The Buyer will grant to the Seller a perpetual, royalty-free, paid-up, non-exclusive license to use all the patents as specified in Table A below. In the case of a sale or liquidation of the Buyer this license will still be valid under the same conditions.
- (v) Seller will transfer to Buyer copies of all information needed for Buyer to continue producing and testing the XA1.83 ASICs and all associated readout boards as specified in Table B below. The required information includes, without limitation, design history files, designs, test apparatus (with face-to-face training), test procedures, test results, production files (eg, Gerber files), firmware, software, and current manufacturing contract information.
- (vi) The Seller intends to have all documentation listed in Table B transferred to the Buyer by December 31 2012.
- (vii) Expenses such as travel for Face-to-face training will be paid by the Buyer, provided such expenses are approved in advance by Buyer.

Table A – Patents

Patent Title	Patent #	Patent Issue Date	Status	Current Assignment
Electronic Radiation Imaging System	5,656,818	8/12/1997	patented	Gamma Medica-Ideas (Norway) AS
Method and system for reading data signal emitted by an active pixel in a sensor	6,153,882	11/28/2002	patented	Gamma Medica-Ideas (Norway) AS

Multi-Channel Reading Circuit for Particle Detector	Israel 121,238	10/27/2002	patented	Gamma Medica-Ideas (Norway) AS
Multi-Channel Reading Circuit for Particle Detector	Norway 322,260	9/4/2006	patented	Gamma Medica-Ideas (Norway) AS
Discriminator circuit for a charge detector	6,509,565	1/21/2003	patented	IDEAS ASA & Toshiba
Readout circuit for a charge detector	6,590,215	7/8/2003	patented	IDEAS ASA & Toshiba
Readout circuit and method for sparse readout of active and neighboring pixels in a multi-pixel sensor array	7,078,669	7/18/2006	patented	Gamma Medica-Ideas (Norway) AS
Video-rate holographic surveillance system	7,737,876	6/15/2010	patented	IDEAS ASA

Table B – Readout Electronics Boards Documentation

Copies of all documentation required for the XA1.83 ASIC and the readout electronics boards used by both the Clinical and Preclinical Imaging divisions of the Buyer will be transferred to the Buyer. The intention is that the Buyer should have full capability to continue to produce, test, and deploy these boards without reliance on the Seller, if the Buyer so chooses.

ASICs for CZT

XA1.83: transfer of ownership of the mask set now in custody of Austriamicrosystem AG (AMS)

Readout Board shared by LumaGEM & microCAM

5088 microIDM

6089 DDROB

Readout Boards for LumaGEM

6062 microDCB6_Low_Power_V1R0

6086 microXAC8_V1R1

Readout Boards for TRIUMPH SPECT microCAM

6069 microDCB5_Low_Power_V1R0

6076 microXAC5_V1R1 low power

5085-microXAC5_V2R0 high power

6073 microCAM HV

Readout Flex Strip for Octo3 SPECT-MRI prototype

6042-microFlexDCB8

6075-FlexDCB_RegulatorBoard

The Seller intends to have all documentation transferred to the Buyer by December 31 2012.

Appendix 2 retained intellectual property (know-how)

Gamma Medica-Ideas (Norway) AS – Retained know-how

The retained know-how intellectual property consists of applications of text-book knowledge to specific problems, tasks or situations:

- 1) *Radiation Detection*; the general principles are well known, we know how to apply those to specific tasks and situations in different fields such as Medicine, Industry and research.
- 2) *Integrated circuit design and design methodology*; the general principles are well known, we know how to apply those to create integrated circuits for low noise amplification of signals from different type of radiation detectors.
- 3) *Charge amplifier configurations*; the general principles are well known, we know how to apply these to create integrated multi channel low-noise charge amplifiers down to individual transistor design.
- 4) *Use of semiconductors to detect radiation*; the general principles are well known, we know how to apply these principles in an efficient cost effective manner to create system of use in Industry, Medicine and Research.
- 5) *Use of photodetectors and scintillators to detect radiation*; the general principles are well known, we know how to apply these principles using the integrated circuits of our design.
- 6) *Assembly of amplifiers and detectors*; the general principles are well known, we know how to optimize the connections, minimize the size and make the assembly manufacturable at acceptable cost.
- 7) *Data Acquisition system configurations*; the general principles are well known, we know how to apply these to best utilize our integrated circuits and create detector systems.
- 8) *Analysis and characterization of radiation detectors*; The principles are well known, we know how to apply those to specific configurations using our Integrated Circuits and Data Acquisition systems.
- 9) *Requirements on electronics for use in the space environment*; The general requirements are known, we know how to apply those to our Integrated Circuit designs in order to meet the requirements.

EXHIBIT "2"

SHARE SALE AND PURCHASE AGREEMENT

BETWEEN

Gamma Medica-Ideas Inc.
(as Seller)

AND

Gunnar Mæhlum
(as Buyer)

This sale and purchase agreement (the "**Agreement**") is entered into this 7 February 2013 by and between:

- (1) Gamma Medica-Ideas Inc., a Delaware (U.S.A.) corporation maintains its principal place of business at 19355 Business Center Drive Suite 8 Northridge, CA 91324, U.S.A (the "**Seller**"). Seller is currently a debtor in a chapter 11 bankruptcy case pending before the United States Bankruptcy Court, Central District of California, San Fernando Valley Division (the "**Bankruptcy Court**"); and
- (2) Gunnar Mæhlum, a Norwegian citizen born October 24 1962 with home address at Løvåsveien 5, N-0870 Oslo, Norway (the "**Buyer**")

collectively referred to as the "**Parties**"

1. **BACKGROUND**

- 1.1 The Seller owns 100 % of the shares in Gamma Medica-Ideas (Norway) AS, a Norwegian private limited liability company registered with the Norwegian Register of Business Enterprises under organization number 965 650 776 (the "**Company**"). The Company is currently indebted to the Seller in the amount of NOK 2.756.900 as of the date of this Agreement for certain intercompany loans made prior to the date of this Agreement (the "**Claim**").
- 1.2 The Company has a share capital of NOK 2,674,371 divided into 2,674,371 shares, each with a par value of NOK 1.00 (the "**Shares**").
- 1.3 The Buyer wishes to acquire the Shares and all of the Claim except for NOK 200 000 of the Claim which shall remain with the Company and be subject to payment by setoff in accordance with the asset purchase agreement entered into between the Company and the Seller on or about that date hereof (the "**Asset Purchase Agreement**"), and the Seller wishes to sell the Shares and the Claim.
- 1.4 This Agreement sets out the terms and conditions upon and subject to which the Buyer will acquire the Shares and the Claim from the Seller.

2. **SALE AND PURCHASE**

- 2.1 On the terms and subject to the conditions set out in this Agreement, the Seller shall sell the Shares and Claim to the Buyer, and the Buyer shall purchase the Shares and Claim from the Seller (the "**Transaction**").

- 2.2 The Seller shall sell and transfer the Shares and the Claim to the Buyer free of any Encumbrances, together with all rights and entitlements attaching to the Shares, including the right to vote and represent the Shares and the right to receive all dividends or distributions or benefits deriving from the Shares from and after the Closing.

3. **CONSIDERATION**

3.1 Purchase Price

The Buyer shall pay an aggregate consideration to the Seller for the Shares and the Claim of USD 1 (the "**Purchase Price**").

4. **CLOSING CONDITIONS**

- 4.1 The ability and obligations of the Seller to consummate the Transaction contemplated by this Agreement are subject to the satisfaction of the following condition (unless waived in writing by the Seller):

- (a) This Agreement is approved by the Bankruptcy Court pursuant to the entry of an order which has become a final order not subject to appeal. This Agreement shall be automatically deemed to be null and void if it is not approved by the Bankruptcy Court.
- (b) The Buyer having received all consents or approvals of its secured lenders necessary in connection with the transactions contemplated by this Agreement.
- (c) The Closing of the transaction contemplated by the Asset Purchase Agreement shall occur concurrently with or immediately following the consummation of the Transaction contemplated by this Agreement.

- 4.2 The ability and obligations of the Buyer to consummate the Transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (unless waived in writing by the Buyer):

- (a) This Agreement is approved by the Bankruptcy Court pursuant to the entry of an order which has become a final order not subject to appeal. This Agreement shall be automatically deemed to be null and void if it is not approved by the Bankruptcy Court.
- (b) The representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects as though made at and as of the

Closing Date, except to the extent that they expressly refer to an earlier or specific time, in which case they shall be true and correct in all material respects as of such time; and

- (c) The Buyer having received satisfactory documentation from the Seller stating that the Company is not a co-debtor or guarantor under any loans, debt or financial obligations undertaken by the Seller, any companies in the same group as the Seller is or was part of, or any companies affiliated to the Seller.

If one or more of the conditions as set out under this Clause 4 have not been met by 15 April 2013, then this Agreement shall terminate automatically and with immediate effect, in which case each Party will be relieved of any liability hereunder in respect of the other Party.

5. CLOSING

5.1 The Closing of the Transaction will take place within 3 business days from the date on which all of the closing conditions set forth in clause 4 have been fulfilled (the "**Closing Date**").

5.2 The Seller's Closing obligations

5.2.1 On the Closing Date the Seller shall;

- (i) deliver evidence that the board of directors of the Company has passed an unconditional resolution to approve the transfer of the Shares from the Seller to the Buyer pursuant to this Agreement;
- (ii) deliver a written notification in accordance with section 4-10 of the Private Limited Liability Companies Act, duly executed on behalf of the Company, confirming that the Buyer is entered into the Company's Shareholders' Register as owner of the Shares, accompanied by a certified true copy of the Shareholders' Register evidencing the transfer and showing that the Shares are registered in the name of the Buyer free of Encumbrances.

5.3 The Buyer's Closing obligations

5.3.1 On the Closing Date, the Buyer shall pay the aggregate Purchase Price to the Seller by a manner agreed between the Parties.

5.4 Closing shall have been considered to have occurred only when all the actions set out in clauses 5.1 and 5.2 have been fulfilled.

6. REPRESENTATIONS AND WARRANTIES OF THE SELLER

6.1 The Seller hereby represents and warrants to the Buyer, as of the date hereof and as of the Closing Date, that;

- (i) The share capital of the Company is as set out in Clause 1.2. The Shares are owned beneficially and of record by the Seller.
- (ii) Upon the entry of an order by the Bankruptcy Court approving this Agreement which has become a final order not subject to appeal, this Agreement will constitute a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms. Subject to the entry of an order by the Bankruptcy Court approving this Agreement which has become a final order not subject to appeal, the Seller has full power and authority to enter into this Agreement.
- (iii) Subject to the entry of an order by the Bankruptcy Court approving this Agreement which has become a final order not subject to appeal, neither the execution nor delivery of this Agreement, nor the Closing or performance of any of the transactions contemplated hereby, will conflict with or violate (a) any provision of the articles of association of the Seller or (b) any statute or law or any decree, regulation etc. of any governmental authority to which the Seller is subject.

The representations and warranties set forth above are the only representations and warranties made by Seller with respect to the Shares or the Company, its business, assets, liabilities, financial condition or otherwise. Except as expressly provided in this Agreement the Parties expressly agree that the sale of the Shares by Seller to, and purchase of the Shares by, Buyer pursuant to the terms and conditions of this Agreement shall be an "AS-IS, WHERE-IS" transaction. Except as expressly provided in this Agreement, Seller and its affiliates expressly disclaim any and all liability to Buyer or to any other party associated with the Company or its business, assets, liabilities, operations or financial condition.

7. TERMINATION

7.1 This Agreement may be terminated by the mutual consent of the Seller and the Buyer.

8. MISCELLANEOUS

8.1 Notices

All notices and other communications shall be in writing and shall be delivered or mailed to the addresses set out above (with a copy by e-mail)

The Seller:

Jim Calandra, Gamma Medica-Ideas Inc 19355 Business Center Drive Suite 8
Northridge, CA 91324, U.S.A., email jim.calandra@gammamedica.com

The Buyer:

Gunnar Mæhlum, Løvåsveien 5, 1330 Oslo, Norway, email gmehlum@broadpark.no

8.2 Entire Agreement

This Agreement, including all appendices hereto, shall constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

8.3 Assignment

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. This Agreement may not be assigned by any Party without the prior written consent of the other Party hereto (which consent shall not be unreasonably withheld).

8.4 Additional Documents

Each Party hereto agrees to execute and deliver to the other Party such further instruments and to take such further actions as the other Party may reasonably deem necessary to fully effectuate the intent and purposes of this Agreement.

8.5 Survival

All representations and warranties contained in this Agreement shall survive the Closing and shall not merge into any instrument of assignment or conveyance delivered by the Seller.

8.6 Severability

Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad or narrow as to be unenforceable, the provision shall be interpreted to be only so broad or narrow as is enforceable.

8.7 Amendment; Waiver

This Agreement may be amended only by a written instrument executed by the Seller and the Buyer. Any failure of the Buyer to comply with any obligation, agreement or condition under this Agreement may only be waived in writing by Seller, and any such failure by the Seller may only be waived in writing by the Buyer, but any such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by a Party to take any action against any breach of this Agreement or default by the other Party shall constitute a waiver of such Party's right to enforce any provision of this Agreement or to take any such action.

8.8 Counterparts

This Agreement may be executed simultaneously in two or more identical counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures to this Agreement which are transmitted by facsimile or electronically shall have the same force and effect as original signatures.

8.9 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of Norway.

8.10 Transfer of company documentation etc.

Upon Closing the Seller shall provide the Buyer with any requested and necessary information, documents and other needed information to continue the business of the Company, including, but not limited to, accounts/financial statements, passwords etc.

(the next page is the signature page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

For and on behalf of the Seller

For and on behalf of the Buyer

Signature: _____

Signature: _____

Name in block letters:

Name in block letters:

Title:

Title:

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **MOTION OF DEBTORS FOR A COURT ORDER AUTHORIZING: (1) ACQUISITION OF INTELLECTUAL PROPERTY ASSETS OF GAMMA MEDICA-IDEAS NORWAY AS; AND (2) SALE OF CLAIMS AGAINST AND EQUITY INTERESTS IN GAMMA MEDICA-IDEAS NORWAY FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES CALANDRA IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **February 13, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Gregory J Aldisert galdisert@kwikalaw.com, lrutherford@kwikalaw.com
- Ron Bender rb@lnbyb.com
- David J Cook Cook@SqueezeBloodFromTurnip.com
- Brian D Fittipaldi brian.fittipaldi@usdoj.gov
- Amir Gamliel agamliel@perkinscoie.com, cmallahi@perkinscoie.com
- Barry S Glaser bglaser@swjlaw.com
- Marshall F Goldberg mgoldberg@glassgoldberg.com
- Michael J Goldberg goldberg@casneredwards.com, davis@casneredwards.com
- Patrick B Howell phowell@whdlaw.com
- Bradley D Jones bradley.d.jones@usdoj.gov
- Kaleb L Judy ecf@kleinlaw.com, kjudy@kleinlaw.com
- Steven J Kahn skahn@pszyjw.com
- Jeffrey A Krieger jkrieger@ggfirm.com,
kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;pporooshani@greenbergglusker.com
- Gregory A Martin gmartin@winston.com
- Krikor J Meshefejian kjm@lnbrb.com
- Shai S Oved ssoesq@aol.com
- Justin E Rawlins jrawlins@winston.com, docketla@winston.com
- S Margaux Ross margaux.ross@usdoj.gov
- Scott A Schiff sas@soukup-schiff.com
- Alan D Smith adsmith@perkinscoie.com
- Derrick Talerico dtalerico@loeb.com, kpression@loeb.com
- Wayne R Terry wterry@hemar-rousso.com
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Kimberly Walsh bk-kwalsh@oag.state.tx.us
- Jeanne C Wanlass jwanlass@loeb.com, kpression@loeb.com
- Joseph M Welch jwelch@buchalter.com,
svanderburgh@buchalter.com;docket@buchalter.com;bkgroup@buchalter.com
- Rolf S Woolner rwoolner@winston.com
- Beth Ann R Young bry@lnbyb.com

2. SERVED BY UNITED STATES MAIL: On **February 13, 2013**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

1 None.

Service information continued on attached page

3 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
4 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
5 on **February 13, 2013**, I served the following persons and/or entities by personal delivery, overnight mail
6 service, or (for those who consented in writing to such service method), by facsimile transmission and/or
7 email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
8 mail to, the judge will be completed no later than 24 hours after the document is filed.

6 **Served via Attorney Service**

7 Hon. Victoria Kaufman
8 United States Bankruptcy Court
9 21041 Burbank Blvd., Ctrm 301
10 Woodland Hills, CA 91367

9 **Served via Email:**

10 Counsel for Psilos Group Managers, LLC
11 Gregory A. Martin: gmartin@winston.com
12 Justin E. Rawlins: jrawlins@winston.com
13 Rolf S. Woolner: rwoolner@winston.com

14 Counsel for Capital Resource Partners V, L.P.
15 Marshall F. Goldberg: mgoldberg@glassgoldberg.com

16 Counsel for The Official Committee of Unsecured Creditors
17 Jeanne C. Wanlass: jwanlass@loeb.com
18 Derrick Talerico: dtalerico@loeb.com

19 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
20 true and correct.

21	February 13, 2013	Stephanie Reichert	<i>/s/ Stephanie Reichert</i>
22	<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **February 14, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Gregory J Aldisert galdisert@kwikalaw.com, lrutherford@kwikalaw.com
- Ron Bender rb@lnbyb.com
- David J Cook Cook@SqueezeBloodFromTurnip.com
- Brian D Fittipaldi brian.fittipaldi@usdoj.gov
- Amir Gamliel agamliel@perkinscoie.com, cmallahi@perkinscoie.com
- Barry S Glaser bglaser@swjlaw.com
- Marshall F Goldberg mgoldberg@glassgoldberg.com
- Michael J Goldberg goldberg@casneredwards.com, davis@casneredwards.com
- Patrick B Howell phowell@whdlaw.com
- Bradley D Jones bradley.d.jones@usdoj.gov
- Kaleb L Judy ecf@kleinlaw.com, kjudy@kleinlaw.com
- Steven J Kahn skahn@pszyjw.com
- Jeffrey A Krieger jkrieger@ggfirm.com, kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;pporooshani@greenbergglusker.com
- Gregory A Martin gmartin@winston.com
- Krikor J Meshefejian kjm@lnrb.com
- Shai S Oved ssoesq@aol.com
- Justin E Rawlins jrawlins@winston.com, docketla@winston.com
- S Margaux Ross margaux.ross@usdoj.gov
- Scott A Schiff sas@soukup-schiff.com
- Alan D Smith adsmith@perkinscoie.com
- Derrick Talerico dtalerico@loeb.com, kpresson@loeb.com
- Wayne R Terry wterry@hemar-rousso.com
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Kimberly Walsh bk-kwalsh@oag.state.tx.us
- Jeanne C Wanlass jwanlass@loeb.com, kpresson@loeb.com
- Joseph M Welch jwelch@buchalter.com, svanderburgh@buchalter.com;docket@buchalter.com;bkgroup@buchalter.com
- Rolf S Woolner rwoolner@winston.com
- Beth Ann R Young bry@lnbyb.com

1 **2. SERVED BY UNITED STATES MAIL:** On **February 14, 2013**, I served the following persons and/or
2 entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true
3 and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and
4 addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be
5 completed no later than 24 hours after the document is filed.

6 *None.*

7 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
8 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
9 on **February 14, 2013**, I served the following persons and/or entities by personal delivery, overnight mail
10 service, or (for those who consented in writing to such service method), by facsimile transmission and/or
11 email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
12 mail to, the judge will be completed no later than 24 hours after the document is filed.

13 **Served via Attorney Service**

14 Hon. Victoria Kaufman
15 United States Bankruptcy Court
16 21041 Burbank Blvd., Ctrm 301
17 Woodland Hills, CA 91367

18 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
19 true and correct.

20 February 14, 2013	Stephanie Reichert	<i>/s/ Stephanie Reichert</i>
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

21
22
23
24
25
26
27
28