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**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

**In re:**  
**GENIUS PRODUCTS, LLC,**  
**Debtor.**

**Case No.: 2:11-bk-62283 BB**  
**Chapter 7**  
**ORDER GRANTING MOTION OF**  
**CHAPTER 7 TRUSTEE FOR ORDER**  
**AUTHORIZING SALE OF CERTAIN**  
**ASSETS OF THE DEBTOR'S ESTATE**  
**FREE AND CLEAR OF LIENS, CLAIMS,**  
**INTERESTS, AND ENCUMBRANCES**  
**AND RELATED RELIEF**

**Date: December 12, 2018**  
**Time: 10:00 a.m.**  
**Place: U.S. Bankruptcy Court**  
**Courtroom 1539**  
**255 East Temple Street**  
**Los Angeles, CA 90012**

On December 12, 2018, at 10:00 a.m., in Courtroom 1539 of the United States Bankruptcy Court, located at 255 East Temple Street, Los Angeles, California 90012, before the Honorable Sheri Bluebond, presiding, the Court conducted a hearing (the "Hearing") on the motion (the "Motion") [Docket No. 202] of Alfred H. Siegel, not individually but solely in his capacity as Chapter 7 Trustee (the "Trustee") for the bankruptcy estate of Genius Products, LLC (the "Debtor"), pursuant to 11 U.S.C. §§ 363(b), (f), and (m), Rule 6004 of the Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rule 6004-1(c), for entry of an order approving the sale of the Estate's right, title, and interest in and to the remaining property of the Estate, consisting of known and unknown assets or

1 claims, which have not been previously sold, assigned, or transferred (collectively, “Remnant  
2 Assets”), free and clear of liens, claims, interests, and encumbrances. Anthony A. Friedman, Esq.  
3 of Levene, Neale, Bender, Yoo & Brill L.L.P. appeared at the Hearing on behalf of the Trustee. All  
4 other appearances, if any, are as set forth on the record of the Court.

5 The Court having read and considered the Motion [Docket No. 202], the Notice of the  
6 Motion [Docket No. 202], the Notice of Sale of Estate Property [Docket No. 203], no opposition to  
7 the Motion having been filed; the Court having considered the comments of counsel at the Hearing,  
8 and good cause appearing therefor,

9 **IT IS ORDERED:**

10 1. The Motion is **GRANTED**.

11 2. The Asset Purchase Agreement and all of its terms and conditions are **APPROVED**  
12 in their entirety.

13 3. Pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Trustee is authorized to sell the  
14 Remnant Assets to Oak Point Partners, LLC (“Oak Point”) for Redacted , the Purchase Price as  
15 provided in the Motion, free and clear of any and all liens, claims, interests, and encumbrances, with  
16 such liens, claims, interests, and encumbrances to attach to the proceeds of the Sale with the same  
17 force, effect, and priority as such liens, claims, interests and encumbrances have on the Estate’s right  
18 to the Remnant Assets, as appropriate, subject to the rights and defenses of the Trustee and any party  
19 in interest with respect thereto. The Remnant Assets DO NOT include and specifically exclude any  
20 and all avoiding power actions, including, but not limited to 11 U.S.C. §§ 544, 547, 548 and 549.

21 4. The Trustee and the Trustee’s professionals are authorized to take such actions as are  
22 necessary to effectuate the terms of the Asset Purchase Agreement, together with all additional  
23 instruments and documents that may be reasonably necessary to implement the Asset Purchase  
24 Agreement.

25 5. Oak Point is **GRANTED** the protections provided to a good faith purchaser under  
26 11 U.S.C. § 363(m).

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6. The transfer of the Remnant Assets to Oak Point pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer of all right, title and interest of the Trustee and the Debtor's Estate in the Remnant Assets, and shall vest Oak Point with all of the Trustee's and the Debtor's Estate's right, title and interest in the Remnant Assets and proceeds thereof.

7. The fourteen-day stay under Bankruptcy Rule 6004(h) is **WAIVED**.

8. This Court reserves jurisdiction over the provisions of this Order and to hear and determine all matters arising from the implementation of this Order.

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Date: December 19, 2018



Sheri Bluebond  
United States Bankruptcy Judge