

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	)	<b>Chapter 11</b>
<b>COMMERCECONNECT MEDIA HOLDINGS, INC., <u>et al.</u>,<sup>1</sup></b>	)	<b>Case No. 09-12765 (BLS)</b>
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Re: Docket No. 55</b>

**ORDER APPROVING THE SERVICES AGREEMENT BETWEEN CYGNUS  
BUSINESS MEDIA, INC., ZOLFO COOPER MANAGEMENT, LLC AND CHARLES  
CARNAVAL NUNC PRO TUNC TO THE PETITION DATE**

Upon the motion (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors" or "Cygnus") for entry of an order (this "Order") approving the services agreement (the "Agreement"), a copy of which is attached to the Motion as Exhibit B, by and between Cygnus Business Media, Inc. ("CBM"), Zolfo Cooper Management, LLC ("Zolfo Cooper") and Charles Carnaval ("Carnaval"), wherein CBM shall engage Zolfo Cooper and Carnaval to provide CBM with the services of Carnaval as Chief Executive Officer ("CEO" or "Executive Officer"), and additional individuals provided by Zolfo Cooper (the "Associate Directors"), who will perform other services required of Zolfo Cooper and Carnaval; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: CommerceConnect Media Holdings, Inc. (1749), Cygnus Business Media, Inc. (0832), Cygnus New Business Launches, Inc. (0713) and Cygnus Interactive New Business Launches, Inc. (1283). The address for each of the Debtors is: 1233 Janesville Avenue, Fort Atkinson, Wisconsin 53538.

<sup>2</sup> Unless stated otherwise, all capitalized terms not defined herein shall have the same meaning as set forth in the Motion.

this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and due and proper notice of this Motion having been provided; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. CBM shall be, and hereby is, authorized to employ Zolfo Cooper and Carnival *nunc pro tunc* to the Petition Date to provide management services to CBM on the terms and conditions set forth in the Agreement subject to the following terms, which apply notwithstanding anything in the Motion, the Agreement, or any exhibit(s) related thereto to the contrary:

- (a) Zolfo Cooper and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases.
- (b) In the event CBM seeks to have Zolfo Cooper personnel assume executive officer positions that are different than the Executive Officers, or to materially change the terms of the Agreement, as modified herein, by either (i) modifying the functions of the Executive Officers, (ii) adding new Executive Officers, or (iii) altering or expanding the scope of the Agreement as modified herein, a motion to modify the retention shall be filed.
- (c) Zolfo Cooper shall file with the Court with copies to the Office of the United States Trustee for the District of Delaware ("U.S. Trustee") and all official committees a report of staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed.
- (d) No principal, employee or independent contractor of Zolfo Cooper or its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases.
- (e) Zolfo Cooper shall file with the Court, and provide notice to the U.S. Trustee and all official committees, reports of compensation earned and expenses incurred on

a monthly basis. Such reports shall contain summary charts which describe the time incurred and services provided, identify the compensation earned by each executive officer and staff employee provided and itemize the expenses incurred. Time records shall (i) be appended to the reports, (ii) contain detailed time entries describing the task(s) performed, (iii) be organized by project category and (iv) identify the time spent completing each task in 1/10/hour increments and the corresponding charge (time multiplied by hourly rate) for each task. All compensation shall be subject to review by the Court in the event an objection is filed.

- (f) Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.
- (g) The indemnification provisions described in the Agreement are approved. CBM is permitted to indemnify those persons serving as executive officers on the same terms as provided to CBM's other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the CBM's D&O policy.
- (h) For a period of three years after the conclusion of the engagement, neither Zolfo Cooper, Carnaval nor any of their affiliates shall make any investments in CBM or the reorganized Debtors.
- (i) Zolfo Cooper shall disclose any and all facts that may have a bearing on whether the firm, its subsidiaries and/or any individuals working on the engagement hold or represent any interest adverse to CBM, their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.
- (j) Notwithstanding anything in paragraph 2 of the Agreement to the contrary, Zolfo Cooper employees who are appointed officers of CBM shall be subject to all duties and obligations pertaining to their status as officers under applicable law.
- (k) Notwithstanding anything in paragraph 4 of the Agreement to the contrary, CBM is not obligated to reimburse Zolfo Cooper, Carnaval or the Associate Directors' expenses for legal counsel.

3. All compensation and reimbursement due to and other rights of Zolfo Cooper and Carnaval in accordance with the Agreement as modified by this Order, including without limitation indemnification obligations, shall be treated and allowed (subject to the compensation

review procedures identified in this Order) as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the Agreement.

4. All time periods set forth in this Order shall be calculated in accordance with Rule 9006(a) of the Federal Rules of Bankruptcy Procedure.

5. Zolfo Cooper shall apply its prepetition retainer to allowed fees and expenses prior to seeking payment from the Debtors' cash flows.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

7. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. Notwithstanding paragraph 40 of the Motion, there shall be no indemnification of Zolfo Cooper or its affiliates.

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: September 8, 2009  
Wilmington, Delaware

  
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THE HONORABLE BRENDAN L. SHANNON  
UNITED STATES BANKRUPTCY JUDGE