

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

In re:)	
)	Chapter 11
COMMERCECONNECT MEDIA HOLDINGS, INC., <u>et al.</u> , ¹)	Case No. 09-12765 (BLS)
)	Jointly Administered
Debtors.)	Re: Docket No. 58

**ORDER AUTHORIZING (I) EMPLOYMENT AND RETENTION OF
MILLER BUCKFIRE & CO., LLC AS FINANCIAL ADVISOR AND
INVESTMENT BANKER AND (II) WAIVING CERTAIN INFORMATION
REQUIREMENTS OF LOCAL RULE 2016-2**

Upon the application (the “Application”)² of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors” or “Cygnus”) for an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), as supplemented by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Code for the District of Delaware (the “Local Rules”), authorizing the employment and retention of Miller Buckfire & Co., LLC (“Miller Buckfire”) as their financial advisor and investment banker on the terms set forth in the Engagement Letter, as modified by this Order, between the Debtors and Miller Buckfire *nunc pro tunc* to the commencement of these Chapter 11 Cases; and upon the Affidavit of Samuel Greene in support of the Application (the “Greene Affidavit”) attached as **Exhibit B** to the Application; and the Court being satisfied

¹ 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, WI 53538.

² Capitalized terms used but not defined herein shall have the meanings set forth in the Application.

that Miller Buckfire is a “disinterested person” as such term is defined under section 101(14), as modified by section 1107(b), of the Bankruptcy Code; and upon the Declaration of James Ogle, Chief Financial Officer of Each of the Debtors, in Support of First Day Pleadings; 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 Application is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue of this proceeding and this Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and upon the *Objection of the United States Trustee to Application by the Debtors for Entry of an Order Authorizing (I) Employment and Retention of Miller Buckfire & Co., LLC as Financial Advisor and Investment Banker and (II) Waiver of Certain Information Requirements of Local Rule 2016-2* [Docket No. 95] having been resolved in its entirety by the filing of the *Supplemental Disclosure Affidavit of Samuel Greene on Behalf of Miller Buckfire & Co., LLC*, on September 9, 2009; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and due and proper notice of this Application 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 Application is granted as set forth herein.
2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, the Debtors are authorized to employ and retain Miller Buckfire as financial advisor and investment banker under the terms of the Engagement Letter, as modified by this Order, and to pay fees to Miller Buckfire on the terms and at the times specified in the Engagement Letter.

3. Miller Buckfire will file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code and such Bankruptcy Rules as may then be applicable, from time to time, and such procedures as may be fixed by order of this Court.

4. Notwithstanding the prior paragraph, the fees payable to Miller Buckfire pursuant to the Engagement Letter shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standards set forth in section 330 of the Bankruptcy Code.

5. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court or any guidelines regarding submission and approval of fee applications, Miller Buckfire and its professionals: (a) shall only be required to maintain time records for services rendered postpetition in one half (.5) hour increments; and (b) shall not be required to provide or conform to any schedule of hourly rates.

6. The Indemnification Provisions of the Engagement Letter are approved, subject to the following modifications:

- a. Subject to the provisions of subparagraphs (c) and (d) below, the Debtors are authorized to indemnify, and shall indemnify, Miller Buckfire, in accordance with the Engagement Letter, for any claim arising from, related to or in connection with their performance of the services described in the Engagement Letter;
- b. Miller Buckfire shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- c. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from that person's gross negligence or willful

misconduct or (ii) for a contractual dispute in which the Debtors allege breach of Miller Buckfire's obligations under the Engagement Letter or (iii) settled prior to a judicial determination as to that person's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;

- d. If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, Miller Buckfire believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Miller Buckfire must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time under which the court shall have jurisdiction over any request for fees and expenses for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Miller Buckfire; and
- e. The Engagement Letter is amended to delete the proviso to the first sentence of the third paragraph of the Indemnification Provisions of the Engagement Letter.

7. Notwithstanding any provision of the Engagement Letter to the contrary, to the extent this Court has jurisdiction over any matters arising out of or related to the Engagement Letter, such matter shall be heard in this court.

8. To the extent this Order is inconsistent with any prior order or pleading with respect to the Application in these cases or the Engagement Letter, the terms of this Order shall govern.

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

10. This Court shall retain jurisdiction over any matters arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
September 23, 2009



THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE