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Starting: August 9, 2012 - 5:00 pm MDT

On Behalf Of: LogicTree Corporation

Location: Heritage Global Partners 12625 High Bluff Drive, Suite 211 San Diego, CA 92130

Please Note:

All prospective bidders will be required to wire transfer \$25,000 USD to participate in the bidding. All Deposits are fully refundable at the conclusion of the auction to those parties that are not the high bidder. The Minimum Opening Acceptable bid is \$2,159,167 USD. The High Bidder will be subject to a 10% buyer's premium - charged by the Auctioneer, and added to any bid above \$2,159,167 USD. Once the \$25,000 registration/deposit fee is received, HGP will deliver telephonic dial -in instructions for the qualified bidders to participate in the sale. Thank you.



Key Assets:

AUCTION REGARDING ASSETS OF LOGICTREE CORPORATION

Notice is hereby given that there shall be a Uniform Commercial Code Public Foreclosure Sale by Square 1 Bank, as secured creditor, with respect to certain assets of LogicTree Corporation, as debtor (as such assets are described more fully below and are referred to herein as the "Sale Assets"), and with the terms and conditions of such sale are as follows:

Starting: August 9, 2012 at 10:00 AM (MDT)

Contact:

Mr. George Wandachowicz
Heritage Global Partners, Inc.
12625 High Bluff Drive, Suite 211
San Diego, CA 92130
Email Address: gw@hgpauction.com
Telephone No. 858-847-0656
Fax No. 858-847-0660
Cell No. 858-750-8480

Subject to the Qualifications (as defined below), the Sale Assets consist of the following:

All personal property of LogicTree Corporation, a Delaware corporation (the "Debtor"), wherever located, including, but not limited to all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), financial assets, general intangibles (including patents, trademarks, copyrights, goodwill, payment intangibles, domain names, and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, all supporting obligations and the security therefor or for any right to payment, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records.

All terms above have the meanings given to them in the North Carolina Uniform Commercial Code, as amended or supplemented from time to time, including revised Article 9 of the Uniform Commercial Code-Secured Transactions.

Without limitation of the foregoing, the Sale Assets include the following:

(a) All customer lists of Debtor, the right to assume customer contracts, and the rights to enter into agreements with customers;

(b) All software and applicable copyrights, patents, trademarks, and other intellectual property of the Debtor, including without limitation the rights of Debtor to the multi-channel communications platform ("MCP") software and all source code relating thereto, any and all rights of Debtor to patents and patent rights relating to MCP;

(c) Computer equipment, software and other equipment required or otherwise used in connection with the operation of the business of the Debtor, including without limitation the items listed on Assets Listing #1, Assets Listing #2 and Assets Listing #3;

[Assets Listing #1](#)
[Assets Listing #2](#)
[Assets Listing #3](#)

(d) Rights of Debtor with respect to its license and other contractual undertakings with customers and users of the Debtor's services, including without limitation contracts with certain public agency transit authorities and similar entities.

As used herein the term "Qualifications" shall mean all of the following: (i) the disposition and sale of the Sale Assets is on an as-is, where-is basis and with all faults; (ii) no representation or warranty of any nature or kind is, or will be, made as to the Sale Assets, including with respect to the ability or right of the winning bidder to assume any existing customer contracts with public agencies or other entities, or as to the effect of the rights of any lessors in and to any equipment or other property that may be subject to lease or other contractual arrangements; and (iii) without limitation of any of the foregoing, there is no warranty relating to title, possession, quiet enjoyment or any other warranty of any type or nature with respect to the Sale Assets individually or as a whole.

More information regarding the Sale Assets may be acquired by contacting Mr. George Wandachowicz (see his contact information above). Preview of certain of the Sale Assets to be sold will be on August 8, 2012 and is by appointment only by contacting Mr. George Wandachowicz (see his contact information above). The preview location is 1525 Market Street, Suite 200, Denver, Colorado.

All prospective bidders will be required to wire transfer a registration/deposit fee of \$25,000 USD to Heritage Global Partners, Inc. ("HGP") in order to participate in the bidding; wire transfer instructions for such purpose may be obtained by contacting Mr. George Wandachowicz via his contact information noted above. All such registration/deposit fees shall be fully refundable at the conclusion of the auction to those parties that are not the high bidder.

Once the \$25,000 registration/deposit fee is received, HGP will deliver telephonic dial-in instructions to such bidders to participate in a telephonic auction sale of the Sale Assets that will commence at the starting time noted above and end at the ending time noted above. Alternatively, such bidders may attend the auction in person at the above-specified time at the offices of HGP at the address noted above for HGP.

The minimum opening acceptable bid shall be \$2,159,167 USD.

The winning, high bidder is subject to a 10% buyer's premium to be charged to such successful bid by HGP, and shall be added to the highest bid above \$2,159,167 USD.

Subject to the qualifications certain customers contracts include the following of LogicTree Corporation

LogicTree Customer Contracts

- Florida DOT / FL-ATIS
- LA - SAFE (IBI subcontractor)
- WISDOT
- SEPTA
- Alaska DOT
- Clever Devices for Centro, Worcester
- Connecticut
- Howard County
- Ft. Dodge
- Hampton Roads
- Pierce County
- RIPTA
- Rochester
- RTD
- South Carolina DOT
- Sydney (Cubic subcontractor)
- Valley Metro
- Vancouver (Cubic subcontractor)
- Waterloo
- WMATA
- King County
- Pittsburgh
- Central Texas
- Franklin Cty
- St. Joseph
- FTSB
- Henry Cty
- Metra
- Lewiston

