



So Ordered.

Dated: February 4, 2021

A handwritten signature in black ink, reading "G. Michael Halfenger", is written over a horizontal line.

G. Michael Halfenger  
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN

---

In re:

Hypervibe, Inc.,

Case No. 20-27367-gmh

Debtor.

Chapter 7

---

**ORDER GRANTING TRUSTEE'S MOTION FOR AUTHORITY TO SELL CERTAIN  
ASSETS OF THE ESTATE**

---

On December 14, 2020, the chapter 7 trustee filed a motion seeking authority to sell certain assets of the Hypervibe, Inc. bankruptcy estate to DWP PPV, LLC for \$25,000. ECF Nos. 69 and 70.

On January 22, 2021, creditor Danielle Paszkiewicz filed a timely objection to the trustee's motion, explaining only that she "would like [her] money back". ECF No. 130, at 1.

Ms. Paszkiewicz appears to misunderstand the relief requested by the chapter 7 trustee. The chapter 7 trustee is seeking permission to sell the estate's property in order to perform his statutory duty to "collect and reduce to money the property of the estate for which [the] trustee serves". 11 U.S.C. § 704(a)(1). In other words, the trustee is seeking to sell Hypervibe's property to obtain funds to pay creditors like Ms. Paszkiewicz.

Because Ms. Paszkiewicz asserts no grounds for opposing the chapter 7 trustee's request to sell the property, her objection is **overruled**.

**IT IS HEREBY ORDERED** that the trustee is authorized to sell certain assets of the estate to DWP PPV, LLC for \$25,000, as further described in the Asset Purchase Agreement dated December 14, 2020, between DWP PPV, LLC and the Bankruptcy Estate of Hypervibe, Inc., Case No. 20-27367, attached to this order as Exhibit A, with such sale being effective as of December 31, 2020, as the court's December 23, 2020 order authorized. ECF No. 92.

The Clerk of Court is directed to mail a copy of this order directly to Ms. Paszkiewicz.

# # # #

**EXHIBIT A**

## EXHIBIT A

### Asset Purchase Agreement ("Agreement")

It is agreed, this <sup>14</sup>11th day of December, 2020, by and between DWP PPV, LLC, ("Buyer") by Danny Hayes, CEO and Member, and the Bankruptcy Estate of Hypervibe, Inc., Case No. 20-27367, ("Seller" or "Estate") by Bruce A. Lanser, Trustee, that Buyer shall purchase and Seller shall sell ("Sale") certain assets of the Estate as described below, ("Purchased Assets") on the following terms and conditions:

#### 1. Purchased Assets:

##### a. Purchased assets consist of:

- i. All currently held merchandise described in the bankruptcy schedules of the Hypervibe, Inc. ("Hypervibe") as "Merchandise related to 2019 festival carried over to this 2020 at cost," and having a disclosed value, at cost, of \$26,129;
- ii. All office furniture/equipment described in the bankruptcy schedules of Hypervibe as "office furniture at American Drive" and having a disclosed value of \$5,000;
- iii. Polaris Ranger having a disclosed value of \$1,000;
- iv. All other currently held "hard assets" described in the bankruptcy schedules of Hypervibe as "lawnmowers, weed whackers, hand tools, misc. maintenance tools and equipment at the festival site" and having a disclosed value of \$5,000;
- v. Customer lists and customer data listed in the bankruptcy schedules of Hypervibe as having an "unknown" value; and,
- vi. The Estate's interest in all rights to the trade names "Rock USA" and "Country USA," and all other intellectual property including but not limited to other trade names, if any, logos, artwork, designs, internet, social media and website information, whether such rights and ownership arise under contract, common or statutory law.

- b. It is understood that regardless of how the Purchased Assets may be described in the Hypervibe's bankruptcy schedules, the Purchased Assets include all of the hard assets of Hypervibe located at the festival site in Oshkosh, WI and the offices in Neenah, WI where Hypervibe previously operated.

#### 2. Purchase Price: \$25,000.

#### 3. Payment Terms:

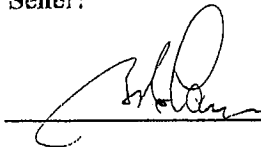
- a. Immediately upon the signing of this Agreement, Buyer shall send, by overnight mail, a cashier's check for the Purchase Price payable to Bankruptcy Estate of Hypervibe, Inc., Case No. 20-27367, Bruce A. Lanser, Trustee to Seller's office address, N14 W24200 Tower Place, Suite 201, Waukesha, WI 53188.
- b. In the event that Sale is not approved by the United States Bankruptcy Court, the Purchase Price shall be returned to Buyer.

4. **Condition Precedent:** The **Sale** is subject to the approval of the United States Bankruptcy Court following the filing of a motion seeking such approval and due notice to creditors of the **Seller** and other parties in interest.

5. **Warranties and Representations:**

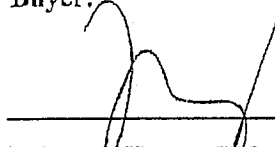
- a. Bruce A. Lanser represents that he is the duly appointed and currently acting trustee of the **Seller** and has the authority to enter into this Agreement.
- b. Danny Hayes represents that he is the CEO and Member of the **Buyer** and has the authority to enter into this Agreement.
- c. Sale is "as is, where is" without warranty or representation of any kind.

**Seller:**



by Bruce A. Lanser, Trustee

**Buyer:**



by Danny Hayes, CEO and Member