

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>In re</b>  <b>BORDERS GROUP, INC., et al.,<sup>1</sup></b>  <b>Debtors.</b>	<b>Chapter 11</b>  <b>Case No. 11-10614 (MG)</b>  <b>(Jointly Administered)</b>
<b>BORDERS, INC. AND BORDERS PROPERTIES, INC.,</b>  <b>Plaintiffs,</b>  <b>vs.</b>  <b>NEXT JUMP, INC.,</b>  <b>Defendant.</b>	<b>Adv. Proc. No. 11-02567(MG)</b>

**STIPULATION AND ORDER IN CONNECTION WITH PLAINTIFFS' REQUEST FOR  
A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION  
AGAINST NEXT JUMP, INC.**

WHEREAS on August 31, 2011, Borders, Inc. and Borders Properties, Inc. (each a "Plaintiff") and collectively, the "Plaintiffs" or the "Debtors") filed their *Complaint* and *Memorandum of Law in Support of Plaintiffs' Request for a Temporary Restraining Order and Preliminary Injunction Against Next Jump, Inc.* (the "Memorandum")<sup>2</sup> for an order pursuant to Rule 65 of the Federal Rules of Civil Procedure, made applicable hereto by Rule 7065 of the Federal Rules of Bankruptcy Procedure seeking, among other things, approval of a temporary

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Borders Group, Inc. (4588); Borders International Services, Inc. (5075); Borders, Inc. (4285); Borders Direct, LLC (0084); Borders Properties, Inc. (7978); Borders Online, Inc. (8425); Borders Online, LLC (8996); and BGP (UK) Limited.

<sup>2</sup> All terms not otherwise defined herein shall have the meanings assigned to them in the Complaint and the Memorandum.

restraining order and a preliminary injunction (the “Application for Injunction”) enjoining Next Jump, Inc., and its affiliates, subsidiaries, officers, directors, employees, agents, successors and assigns, including but not limited to its website OO.com. and NextJump.com (collectively, “Next Jump” or “Defendant”, and together with the Plaintiffs, the “Parties”) from continuing its use of the Plaintiffs’ BRP Customer List, Explicit Sponsor Enrollee Data (as defined in the Next Jump Agreement) and trademarks;

WHEREAS Next Jump denies certain of the allegations raised in Plaintiffs’ Application for Injunction;

WHEREAS Next Jump owns all of the equity and is the sole owner of OO.com;

WHEREAS a telephonic hearing was held on September 2, 2011, and was continued to Tuesday September 6, 2011 at 2:00 pm;

WHEREAS Defendant has agreed that it (i) will not communicate with persons listed on the BRP Customer List prior to the continued hearing on September 2, 2011 and (ii) would use best efforts to remove the Borders name and marks from all websites owned or controlled by the Defendant, including but not limited to OO.com and NextJump.com, by 4:00 p.m. (Eastern Time) on September 2, 2011;

WHEREAS Next Jump represents that it has not shared or transferred the BRP Customer List, Explicit Sponsor Enrollee Data or any related information to any affiliates, subsidiaries or third parties other than OO.com;

WHEREAS Next Jump has removed the Borders name and marks from all websites owned or controlled by the Defendant, including but not limited to OO.com and NextJump.com; and

WHEREAS in an effort to reach a resolution to the issues raised in Plaintiffs' Application for Injunction, the Parties have agreed to stipulate to the following actions as set forth below.

NOW, THEREFORE, IT IS HEREBY ORDERED, STIPULATED AND AGREED TO by and between the Plaintiffs and Next Jump, as follows:

1. The "Whereas Clauses" set forth above are incorporated herein and made an integral part of this Stipulated Order;
2. To the extent not already performed, Defendant agrees to disable the [www.bordersrewardsperks.com](http://www.bordersrewardsperks.com) website (except for the following message: The Borders Rewards Perks program is no longer available. [Click Here](#) to navigate to the [borders.com](http://borders.com) website.);
3. Next Jump shall not use the BRP Customer List and Explicit Sponsor Enrollee Data in any way, including, but not limited to, sending any emails to or otherwise communicating with the persons on the BRP Customer List;
4. Next Jump shall not use any data derived from the BRP Customer List, Explicit Enrollee Sponsor Data, and Next Jump's alleged solicitation of persons on the BRP Customer List or "migration" to [OO.com](http://OO.com), in any way, including emailing persons who signed up with [OO.com](http://OO.com) as a result of Next Jump's alleged solicitation of persons on the BRP Customer List; provided, however, that nothing in this Stipulation shall limit Next Jump's rights under Section 4.01(b) of the Next Jump Agreement provided that Next Jump purges all personally identifiable information as required by paragraph 10 hereof and only uses the remaining data in an aggregate manner;

5. Next Jump shall not use and shall locate and use best efforts to remove (to the extent remaining as of the date hereof) any of the BORDERS Marks on any websites owned or controlled by the Defendant, including but not limited to OO.com and NextJump.com;

6. Next Jump shall not reference any of the BORDERS Marks on any websites owned or controlled by the Defendant, including but not limited to OO.com and NextJump.com;

7. Notwithstanding anything to the contrary contained in this Order, the Parties agree to cooperate in good faith to prepare a form of notice by no later than September 9, 2011 at 12:00 p.m. (Eastern Time) in form and substance mutually acceptable to the Parties and Next Jump shall have the obligation (i) to distribute the notice via electronic mail one time only, solely to those persons listed on the BRP Customer List whose accounts were migrated to the OO.com site; (ii) to post such notice on all websites owned or controlled by the Defendant, including but not limited to OO.com and NextJump.com, in a size, manner and location on such websites mutually agreeable to the Parties, and (iii) to distribute such notice to any other third party forum, including website, blog or other media outlet that Next Jump has communicated with regarding the transactions or occurrences described in the Complaint and Memorandum, provided, however, Plaintiff shall have approve each such transmittal. In the event the Parties cannot reach an agreement as required by this paragraph 7, any party shall seek an immediate telephonic hearing with this Court to resolve any such disputes;

8. Next Jump is required to identify by an executed certification by an appropriate corporate officer on or before September 9, 2011 all uses, individually and collectively, of the BRP Customer List and the Explicit Sponsor Enrollee Data since July 20, 2011, including but

not limited to, the persons solicited to join any website owned or controlled by Next Jump and the persons who accepted any such solicitation;

9. Next Jump shall provide a copy of the BRP Customer List and Explicit Sponsor Enrollee Data to Debtors, encrypted in a Sarbanes-Oxley compliant manner, together with instructions, methodologies and encryption keys necessary to access such data, and otherwise in a format acceptable to the Debtors in their sole discretion on or before September 9, 2011;

10. On or before September 9, 2011, Next Jump will unalterably purge the BRP Customer List and Explicit Sponsor Enrollee Data from Next Jump's systems, including for the avoidance of doubt, those persons that (i) were "migrated" by Next Jump to OO.com and/or Next Jump and (ii) that signed up as a member of OO.com and Next Jump from the period beginning July 22, 2011 through the date hereof, and to verify that such has taken place by providing Debtors' counsel with an executed certification by an appropriate corporate officer of the Defendant on or before September 9, 2011; and

11. Plaintiffs reserve all of their additional rights, claims, defenses and remedies, including but not limited to monetary damages; Next Jump reserves all rights, claims, defenses and remedies thereto. Defendant shall file its answer or other responsive pleading in accordance with the time periods set forth in the Federal Rules of Civil Procedure.

<p>Dated: September 6, 2011</p> <p><u>/s/ Christopher Lynch</u></p> <p>REED SMITH LLP  Christopher Lynch  599 Lexington Avenue  22nd Floor  New York, NY 10022  Telephone: (212) 549- 0208  Facsimile: (212) 521 5450</p> <p><i>Attorneys for Next Jump, Inc.</i></p>	<p>Dated: September 6, 2011</p> <p><u>/s/ Jeffrey R. Gleit</u></p> <p>KASOWITZ, BENSON, TORRES &amp; FRIEDMAN LLP  David M. Friedman  Andrew K. Glenn  Jeffrey R. Gleit  1633 Broadway  New York, New York 10019  Telephone: (212) 506-1700  Facsimile: (212) 506-1800</p> <p><i>Attorneys for Debtors and Debtors in Possession</i></p>
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*SO ORDERED this  
6th day of September 2011*

**/s/Martin Glenn**  
MARTIN GLENN  
United States Bankruptcy Judge