

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

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: Chapter 11
: Case No. 09-13931 (KJC)
: (Jointly Administered)
: **Objection Deadline: 1/28/10 at 4:00 p.m. (ET)**
: **Hearing Date: 2/4/10 at 11:00 a.m. (ET)**
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**MOTION PURSUANT TO SECTION 105(a) OF THE
BANKRUPTCY CODE AND RULE 9019 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE FOR APPROVAL OF AGREEMENT
BETWEEN ADVANTA CORP. AND ADVANTA SOLUTIONS, LLC**

Advanta Corp. (“*Advanta*”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), respectfully represent:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5, Las Vegas, Nevada 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors’ business and the background relating to events leading up to these chapter 11 cases can be found in the Declaration of William A. Rosoff in Support of the Debtors’ Chapter 11 Petitions and First-Day Motions, filed on November 8, 2009 (the “*Rosoff Declaration*”), the date that Advanta Corp. and certain other Debtors filed their petitions (the “*Commencement Date*”) under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. In accordance with an order of this Court, the Debtors’ cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”).

Relief Requested

1. By this motion (the “*Motion*”), Advanta requests, pursuant to section 105(a) of the Bankruptcy Code and Rule 9019 of the Bankruptcy Rules, entry of an order substantially in the form attached hereto as Exhibit “B” (the “*Proposed Order*”) approving that certain Agreement Regarding Use and Registration of Service Mark “Advanta Solutions” (the “*Agreement*”), substantially in the form attached hereto as Exhibit “A,” by and between Advanta and Advanta Solutions, LLC, a California limited liability company (collectively, “*Solutions*” and together with Advanta, the “*Parties*”).

Background

2. On the Commencement Date, each of the Debtors commenced with this Court a voluntary case pursuant to chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On November 10, 2009, the Court entered an order, pursuant to Bankruptcy Rule 1015(b), authorizing the joint administration of the Debtors’ chapter 11 cases.

The Agreement

3. Advanta owns all right, title and interest in those certain United States Service Mark Registrations related to the “Advanta” name listed in Attachment A to the Agreement (the “*Registrations*”). Advanta has used “Advanta” as its principal trade name and service mark for all the services that it offers since at least 1987.

4. As more fully set forth in the Agreement, on April 14, 2009, Solutions filed an application at the United States Patent and Trademark Office (PTO) (the “*Application*”)²

² U.S. Application Serial No. 77/713,274.

seeking registration of “Advanta Solutions” as a service mark for use in connection with “technical consulting and assistance with development and support of computer software systems; and design, creation, maintenance and hosting of websites and software applications for others,” based on its use of the “Advanta Solutions” name in commerce since December 1, 1999.

5. Prior to the Commencement Date, Advanta filed requests for extensions of time to oppose the application filed by Solutions, on the grounds that the name “Advanta Solutions,” as used by Solutions for the services identified in its application, so resembled the Registrations, as to result in a likelihood of confusion, mistake or deception in respect to the origin and source or both of the Parties’ services, and that registration of “Advanta Solutions” was therefore prohibited by Section 2(d) of the Federal Trademark Act of 1946, as amended, 15 U.S.C. § 1052(d).

6. The Parties believe that a likelihood of confusion may be avoided if use of “Advanta Solutions” is limited to the service recited in Solutions’ pending application, provided there is no subsequent expansion in the scope of those services. Accordingly, to avoid the likelihood of a future dispute regarding Solutions’ registration and use of the “Advanta Solutions” name and obviate Advanta’s need to further oppose Solutions’ application and incur related expenses, the Parties desire to settle their disagreement.

7. In consideration of the terms and conditions set forth in the Agreement, and as more fully set forth in the Agreement, Advanta agrees to acknowledge the validity of: (a) Solutions’ Application; (b) any United States service mark registration that matures from Solutions’ Application, and not to challenge, oppose or attack the same or the rights of Solutions therein in any federal, state, administrative or other tribunal; and (c) Solutions’ current domain name registration (advantasolutions.com) (the “*Domain Name Registration*”). In return,

Solutions agrees to refrain from: (a) using “Advanta” as all or part of any trademark, service mark or trade name other than “Advanta Solutions;” (b) expanding its use of the name “Advanta Solutions” beyond the scope of services identified in Solutions’ pending application;³ and (c) registering, attempting to register, and/or renewing any trademark, service mark, trade name, and/or domain name in the future using “Advanta,” with the exception of (i) the registration that matures from Solutions’ application currently pending at the PTO, (ii) the corporate registration of Advanta Solutions, LLC, with the California Secretary of State, and (iii) the Domain Name Registration (collectively, the “*Settlement*”).

Basis For Relief

8. Bankruptcy Code section 105(a) provides that, “[t]he court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Bankruptcy Rule 9019, which governs the approval of compromises and settlements, provides that, “[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). A starting point in analyzing any proposed settlement agreement is the general policy of encouraging settlements and favoring compromises. *See Myers v. Martin (In re Martin)*, 91 F.3d 389, 394 (3d Cir. 1996). The standard by which courts evaluate a proposed compromise and settlement are well established. The United States District Court for the District of Delaware “has described the ultimate inquiry to be ‘whether the compromise is fair, reasonable, and in the interest of the estate.’” *In re Marvel Entm’t Group, Inc.*, 222 B.R. 243, 249 (Bankr. D. Del 1998) (quoting *In re Louise’s, Inc.*, 211 B.R. 798, 801 (D. Del. 1997)).

³ Specifically, technical consulting and assistance with the development and support of computer software systems; and design, creation, maintenance and hosting of websites and software applications for others.

9. The decision to approve a particular settlement lies within the sound discretion of a bankruptcy court. *In re World Health Alternatives, Inc.*, 344 B.R. 291, 296 (Bankr. D. Del. 2006). Under the well-established standard for consideration of the merits of a settlement, in determining whether to approve a proposed settlement, a bankruptcy court need not decide the numerous issues of law and fact raised by the settlement, but rather should “canvass the issues and see whether the settlement ‘fall[s] below the lowest point in the range of reasonableness.’” *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983), *cert. denied*, 464 U.S. 822 (1983) (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972), *cert. denied sub nom. Benson v. Newman*, 409 U.S. 1039 (1972)); *see also In re World Health Alternatives, Inc.*, 344 B.R. at 296; *In re Key3Media Group, Inc.*, 336 B.R. 87, 92-93 (Bankr. D. Del. 2005).

10. Applying the foregoing standard, Advanta respectfully submits that approval of the Agreement is fair, reasonable and in the best interests of Advanta, its estate and creditors. Approval of the Agreement will avoid the needless expense associated with objecting to the Application, while minimizing the likelihood of a future dispute concerning the use of the “Advanta Solutions” name by limiting Solutions’ use of the same to specifically delineated activities. Based on the foregoing, Advanta submits that cause exists to approve the Agreement as a settlement and compromise under Bankruptcy Rule 9019.

Jurisdiction

11. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Notice

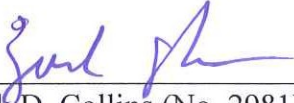
12. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) proposed counsel to the official committee of general unsecured creditors; (iii) Bank of New York Mellon as trustee under the Investment Note Indenture and Law Debenture Trust Company of New York as trustee under the 8.99% Indenture (both as defined in the Rosoff Declaration); (iv) Solutions; and (v) those parties listed on the master service list on file with this Court (collectively, the “*Notice Parties*”). The Debtors respectfully submit that no further notice of this Motion is required.

No Previous Request

No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: January 12, 2009
Wilmington, Delaware



Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

WEIL, GOTSHAL & MANGES LLP
Marcia L. Goldstein
Robert J. Lemons
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

ATTORNEYS FOR
DEBTORS AND DEBTORS IN
POSSESSION

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

-----X
: Chapter 11
In re :
: Case No. 09-13931 (KJC)
ADVANTA CORP., *et al.*, :
: (Jointly Administered)
Debtors.¹ :
: **Objection Deadline: 1/28/10 at 4:00 p.m. (ET)**
: **Hearing Date: 2/4/10 at 11:00 a.m. (ET)**
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NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on January 12, 2010, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed the **Motion Pursuant to Section 105(a) of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure for Approval of Agreement Between Advanta Corp. and Advanta Solutions, LLC** (the “Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”).

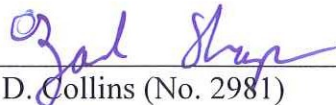
¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5, Las Vegas, Nevada 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors’ business and the background relating to events leading up to these chapter 11 cases can be found in the Declaration of William A. Rosoff in Support of the Debtors’ Chapter 11 Petitions and First-Day Motions, filed on November 8, 2009 (the “**Rosoff Declaration**”), the date that Advanta Corp. and certain other Debtors filed their petitions (the “**Commencement Date**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. In accordance with an order of this Court, the Debtors’ cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, filed with the Clerk of the Bankruptcy Court and served upon and received by the undersigned counsel for the Debtors on or before **January 28, 2010 at 4:00 p.m. (Eastern Standard Time)**.

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed, served and received and such objection is not otherwise timely resolved, a hearing to consider such objection and the Motion will be held before The Honorable Kevin J. Carey at the Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801 on **February 4, 2010 at 11:00 a.m. (Eastern Standard Time)**.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: January 12, 2010
Wilmington, Delaware



Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
Zachary I. Shapiro (No. 5103)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

WEIL, GOTSHAL & MANGES LLP
Marcia L. Goldstein
Robert J. Lemons
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

Exhibit A

The Agreement

**AGREEMENT REGARDING USE
AND REGISTRATION OF SERVICE MARK "ADVANTA SOLUTIONS"**

This Agreement is hereby made and effective by and between:

Advanta Corp., a Delaware corporation located at Welsh and McKean Roads, P.O. Box 844, Spring House, PA 19477 ("ADVANTA"); and

Leon Chalnack, a California resident, on his own behalf and as principal and authorized representative of Advanta Solutions, LLC, a California limited liability company, located and doing business at P.O. Box 4105, Palos Verdes, CA 90274 (collectively "SOLUTIONS").

WHEREAS ADVANTA owns all right, title and interest in the United States Service Mark Registrations listed in Attachment A to this Agreement, and has used "ADVANTA" as its principal trade name and service mark for all the services that it offers since at least 1987;

WHEREAS on April 14, 2009, SOLUTIONS filed an application at the United States Patent and Trademark Office (PTO), styled U.S. Application Serial No. 77/713,274, seeking registration of "ADVANTA SOLUTIONS" as a service mark for use in connection with "technical consulting and assistance with the development and support of computer software systems; and design, creation, maintenance and hosting of websites and software applications for others," in International Class 35, based on use in commerce since December 1, 1999;

WHEREAS ADVANTA filed requests for extension of time to oppose the application filed by SOLUTIONS, on the grounds that "ADVANTA SOLUTIONS," as used by SOLUTIONS for the services identified in its application, so resembles ADVANTA's pre-existing registrations listed in Attachment A to this Agreement, in connection with the services identified in those registrations, as to result in a likelihood of confusion, mistake or deception in respect to the origin and source of one or both of the parties' services, and that registration of "ADVANTA SOLUTIONS" is therefore prohibited by Section 2(d) of the Federal Trademark Act of 1946, as amended (the "Lanham Act"), 15 U.S.C. § 1052(d);

WHEREAS it is ADVANTA's position that use of "ADVANTA SOLUTIONS" as a service mark beyond the scope of services identified in SOLUTIONS' pending application at the PTO would be likely to result in confusion, mistake or deception as to the origin and source of the parties' services, in violation of Sections 32(1) and 43(a) of the Lanham Act, 15 U.S.C. § 1114(1) and 1125(a), and related state laws;

WHEREAS SOLUTIONS believes that its registration and use of "ADVANTA SOLUTIONS" is not likely to result in confusion, mistake or deception;

WHEREAS the parties believe that a likelihood of confusion may be avoided if use of "ADVANTA SOLUTIONS" is limited to the service recited in SOLUTIONS' pending application, provided there is no subsequent expansion in the scope of those services;

WHEREAS the parties desire to settle their disagreement and avoid the likelihood of a future dispute regarding SOLUTIONS' registration and use of "ADVANTA SOLUTIONS";

NOW, THEREFORE, in consideration of the terms and conditions set forth below, and for other consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- (1) SOLUTIONS acknowledges the validity of the United States service mark registrations listed in Attachment A to this Agreement and will not challenge, oppose or attack the same, or the rights of ADVANTA therein, in any federal, state, administrative or other tribunal in the United States or elsewhere.
- (2) ADVANTA acknowledges the validity of the SOLUTIONS' service mark application currently pending at the PTO, *i.e.*, U.S. Application Serial No. 77-713,274 and will not challenge, oppose or attack the same, or the rights of SOLUTIONS therein, in any federal, state, administrative or other tribunal in the United States or elsewhere.
- (3) ADVANTA agrees to acknowledge the validity of any United States service mark registration that matures from SOLUTIONS' U.S. Application Serial No. 77-713,274 and will not challenge, oppose or attack the same, or the rights of SOLUTIONS therein, in any federal, state, administrative or other tribunal in the United States or elsewhere.
- (4) ADVANTA acknowledges the validity of SOLUTIONS' current domain name registraion <advantasolutions.com> and will not challenge, oppose or attack the same, or the rights of SOLUTIONS therein, in any federal, state, administrative or other tribunal in the United States or elsewhere.
- (5) SOLUTIONS shall refrain from:
 - (a) using "ADVANTA" as all or part of any trademark, service mark or trade name other than "ADVANTA SOLUTIONS";
 - (b) expanding its use of "ADVANTA SOLUTIONS" beyond the scope of services identified in its pending application, *i.e.*, technical consulting and assistance with the development and support of computer software systems; and design, creation, maintenance and hosting of websites and software applications for others;
 - (c) registering, attempting to register, and/or renewing any trademark, service mark, trade name, and/or domain name in the future using "ADVANTA," with the exception of:
 - (i) the registration that matures from SOLUTIONS' application currently pending at the PTO, *i.e.*, U.S. Application Serial No. 77-713,274;
 - (ii) the corporate registration of Advanta Solutions, LLC, with the California Secretary of State; and
 - (iii) SOLUTIONS' current domain name registration <advantasolutions.com>.

(6) In the event that either party shall become aware of any actual confusion among customers or potential customers of either party arising from a similarity between the parties' names or service marks, such party shall promptly communicate that information to the other party, and the parties shall thereafter communicate and cooperate as necessary and appropriate to reduce or eliminate the cause of such confusion.

(7) Subject to compliance with this Agreement, each party, for itself and on behalf of its owners, partners, employees, officers, directors, trustees, trust beneficiaries, representatives, agents, attorneys, administrators, executors, assigns, predecessors and successors-in-interest, and all other persons and entities with whom or which any of them have been, are now, or may hereafter be affiliated (collectively, the "Releasing Parties"), hereby releases and forever discharges the other parties, each of their past, present, and future owners, partners, employees, officers, directors, trustees, trust beneficiaries, representatives, agents, attorneys, administrators, executors, assigns, predecessors and successors-in-interest, and all other persons and entities with whom or which any of them have been, are now, or may hereafter be affiliated (collectively, the "Released Parties"), from any and all past, present and future claims, demands, obligations, and causes of action of any nature whatsoever, whether in tort (including, without limitation, acts of negligence), contract or any other theory of recovery at law or in equity, whether or not wrongful, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected, which are based upon, arising out of, or are connected with, ownership and use of trade names and service marks including the name "ADVANTA."

(8) Each individual executing and delivering this Agreement represents and warrants that he has the full power and authority to execute this Agreement on behalf of the party on whose behalf he so executes and that all actions taken by him are within the scope of such power and authority.

(9) Each party represents and warrants that with respect to itself that: (i) all necessary corporate and legal actions to approve the making and execution of this Agreement have been taken and that no further action is required; (ii) the making and execution of this Agreement does not violate any provision of law or of its articles of incorporation and bylaws or other charter documents or any document, instrument or agreement to which it is a party or pursuant to which any of its property is bound; and (iii) upon the execution and delivery of this Agreement this Agreement shall be the valid and binding obligation of such party, enforceable against such party in accordance with the terms and provisions hereof.

(10) This Agreement will be governed by and construed in accordance with the substantive laws of the United States and the Commonwealth of Pennsylvania, without regard to or application of Pennsylvania's conflicts of law principles.

(11) Any amendment, supplementation or other modification to any provision of this Agreement will be effective only if in writing and signed by both parties.

(12) If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue unmodified except as necessary to avoid unfairness.

(13) This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements and understandings, if any, whether written or oral.

(14) This agreement shall be binding upon the parties and their successors and assignees and all others acting by, through, or with them, or under their direction or in privity with them.

(15) This agreement shall be executed in duplicate, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

(16) This Agreement is subject to and shall become effective only upon entry of an order by the court presiding over the existing chapter 11 case of Advanta Corporation approving this Agreement and the performance by Advanta Corporation hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a legally binding instrument.

ADVANTA CORP.


ADVANTA SOLUTIONS, LLC

By:



(Signature)
Jay A. Dubow

By:



~~Leon Chalik~~ Chalnick K.C.
President

(Name)
Senior Vice President & General Counsel

Date: 12-18-2009

(Title)
Date: December 18, 2009

ATTACHMENT A




Mark	Reg. No.	Goods/Services
ADVANTA	1,484,579	Mortgage lending services
ADVANTA	1,611,541	Investment and portfolio management services; life insurance underwriting services; and credit insurance underwriting services, namely, credit life, disability unemployment and property insurance
ADVANTA	1,735,801	Personal lines insurance underwriting services; namely, life, health, disability, automobile, homeowner's
ADVANTA	2,137,420	Banking services
	2,316,911	Credit insurance underwriting services, namely, credit life, disability, unemployment and property insurance; banking services; credit card services
ADVANTA	2,732,354	Credit card services
	3,200,382	Business marketing and consulting services and advertising services; namely direct mail marketing of goods for others
ADVANTA	3,509,941	Business marketing and consulting services and advertising services; namely direct mail marketing of goods for others
	3,553,570	Business services, namely, promoting the goods and services of others on a global computer network by providing hypertext links to the web sites of others; business networking services; providing business advice and information
ADVANTA	3,553,423	Business services, namely, promoting the goods and services of others on a global computer network by providing hypertext links to the web sites of others; business networking services; providing business advice and information

Exhibit B

Proposed Order

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

	X	
<i>In re</i>	:	Chapter 11
	:	
ADVANTA CORP., <i>et al.</i> ,	:	Case No. 09-13931 (KJC)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	Re: Docket No. __

**ORDER APPROVING SETTLEMENT WITH
ADVANTA SOLUTIONS, LLC PURSUANT TO SECTION 105(a)
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019(a)**

Upon the motion, dated January 12, 2009 (the “*Motion*”), of Advanta Corp. (“*Advanta*”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “*Debtors*”), for an order, pursuant to sections 363(b)(1) and 105(a) of the Bankruptcy Code² and Rule 9019(a) of the Bankruptcy Rules, approving the Settlement; and the Bankruptcy Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Advanta Corp. (2070), Advanta Investment Corp. (5627), Advanta Business Services Holding Corp. (4047), Advanta Business Services Corp. (3786), Advanta Shared Services Corp. (7074), Advanta Service Corp. (5625), Advanta Advertising Inc. (0186), Advantennis Corp. (2355), Advanta Mortgage Holding Company (5221), Advanta Auto Finance Corporation (6077), Advanta Mortgage Corp. USA (2654), Advanta Finance Corp. (8991), Great Expectations International Inc. (0440), Great Expectations Franchise Corp. (3326), and Great Expectations Management Corp. (3328). Each of the Debtors (other than Advanta Credit Card Receivables Corp. and the Great Expectations entities) maintains its principal corporate office at Welsh & McKean Roads, P.O. Box 844, Spring House, Pennsylvania 19477. Advanta Credit Card Receivables Corp. maintains its principal corporate office at 2215 B. Renaissance Drive, Suite 5, Las Vegas, Nevada 89119, and the Great Expectations entities maintain their principal corporate office at 1209 Orange Street, Wilmington, Delaware 19801. Additional information regarding the Debtors’ business and the background relating to events leading up to these chapter 11 cases can be found in the Declaration of William A. Rosoff in Support of the Debtors’ Chapter 11 Petitions and First-Day Motions, filed on November 8, 2009, the date that Advanta Corp. and certain other Debtors filed their petitions under chapter 11 of title 11 of the United States Code. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. In accordance with an order of this Court, the Debtors’ cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Bankruptcy Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of Advanta, its estate and creditors; and upon all of the proceedings had before the Bankruptcy Court and after due deliberation and sufficient cause appearing therefor, it is

1. ORDERED that the Motion is granted; and it is further
2. ORDERED that the Settlement is approved in all respects; and it is further
3. ORDERED that Advanta is authorized to execute, deliver, implement and fully perform any and all obligations, instruments, documents and papers and to take any and all actions reasonably necessary or appropriate to consummate the Settlement and perform any and all obligations contemplated thereunder; and it is further
4. ORDERED that the Bankruptcy Court shall retain jurisdiction over any and all disputes concerning this Order or the Settlements.

Dated: _____, 2010
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
CHIEF UNITED STATES BANKRUPTCY JUDGE