

07-16-1999



101073140

MRD
7-15-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/16/1999 TTOM11

00000174 1893786

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
03 FC:484

40.00 OP
75.00 OP
120.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001897 FRAME: 0481

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,893,786"/>	<input type="text" value="1,880,982"/>	<input type="text" value="1,870,118"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,676,251"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen M. Gaffigan *Stephen M. Gaffigan* _____
Name of Person Signing Signature Date Signed

ASSIGNMENT OF TRADEMARK REGISTRATION AND RIGHTS

THIS ASSIGNMENT OF TRADEMARK REGISTRATION AND RIGHTS

("Assignment") is made and entered into as of the date set forth below, by James S. Feltman, as the Liquidating Agent of the Estate of L. Luria & Son, Inc. ("Liquidating Agent" and/or "Assignor"), and Beth Corie Designs, Inc., a Florida corporation ("Assignee").

WITNESSETH

WHEREAS, on August 13, 1997 (the "Petition Date"), L. Luria & Son, Inc., a Florida corporation (the "Debtor"), filed a voluntary petition under Chapter 11 of Title 11 of the United States Code;

WHEREAS, on the Petition Date, the Debtor was the owner of the LURIA's marks identified on Exhibit "A" attached hereto (the "Marks");

WHEREAS, the Debtor had registered the Marks on the Principal Register of the United States Patent and Trademark Office under the registration numbers as also shown on Exhibit "A" attached hereto (the "Registrations");

WHEREAS, on December 31, 1997, the Debtor filed its First Amended Disclosure Statement in Respect of Debtor's Liquidating Plan of Reorganization, together with its First Amended Liquidating Plan of Reorganization (the "Plan");

WHEREAS, the Plan provided, in part, that L. Luria & Son, Inc. would convey, assign or otherwise transfer all of its right, title and interest in and to property of the estate, including, but not limited to, the Marks, to the Liquidating Agent to liquidate and disburse the proceeds of liquidation to creditors in accordance with the terms and conditions of the Plan;



WHEREAS, by Order dated May 28, 1998, the United States Bankruptcy Court entered its Order Confirming Debtor's Liquidating Plan of Reorganization which provided, in part, that pursuant to Sections 5.2 and 5.4 of the Plan, upon the Effective Date of the Plan, all property of the Debtor shall be transferred to the Liquidating Agent to be sold and reduced to cash for purposes of making distributions pursuant to the Plan (the "Confirmation Order")(A true and correct copy of the Confirmation Order is attached hereto as Exhibit "B");

WHEREAS, pursuant to the Confirmation Order, on the Effective Date of the Plan, Mr. Arnold Zahn and Zahn Associates, Inc. took all of the Debtor's right, title and interest in and to assets, including, but not limited to, the Marks, in their capacity as Liquidating Agent and were authorized to liquidate the assets, including the Marks, for the benefit of creditors of the Debtor;

WHEREAS, by Order dated July 23, 1998, the United States Bankruptcy Court accepted the resignation of Mr. Arnold Zahn and Zahn Associates, Inc., as Liquidating Agent, and approved the appointment of Mr. James Feltman as the successor Liquidating Agent (A true and correct copy of the July 23, 1998 Order is attached hereto as Exhibit "C");

WHEREAS, following a hearing conducted by the United States Bankruptcy Court on May 25, 1999 on the Liquidating Agent's Motion for Order Authorizing Sale of Trade-Names Free and Clear of Liens and Encumbrances Pursuant to 11 U.S.C. § 363, the United States Bankruptcy Court entered an order approving the sale of all of the Liquidating Agent's right, title and interest in and to the Marks, including the Registrations, together with the goodwill of the business symbolized thereby, to Assignee, and further authorized Assignor and Assignee to execute any and all documents necessary to effectuate the transfer of the Marks and the Registrations, together

with the goodwill of the business symbolized thereby (the "Sale Order") (a true and correct copy of the Sale Order is attached hereto as Exhibit "D"); and

WHEREAS, Assignor, pursuant to and in accordance with the Sale Order, desires to assign to Assignee all of its right, title and interest in and to the Marks and the Registrations, including the goodwill of the business symbolized thereby, and Assignee desires to acquire such rights and goodwill.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns unto Assignee, all of Assignor's right, title and interest in and to: (a) the Marks, together with the goodwill of Assignor's business symbolized thereby; (b) the Registrations; and (c) all claims and causes of action Assignor has or may have in connection with the Marks and the Registrations.

0

[continued to next page]

2. Representations. Assignor represents to Assignee that the rights assigned hereunder are being transferred free and clear of all liens, interests, and encumbrances pursuant to 11 U.S.C. § 363(f), and that Assignee is afforded all protections with respect to the purchase and sale of the assets pursuant to 11 U.S.C. § 363(m).

IN WITNESS WHEREOF, we have hereunto executed this Assignment as of the dates set forth below.

ASSIGNOR:

James S. Feltman,
Liquidating Agent

By: 

Title: Liquidating Agent

**ACCEPTED AND AGREED TO:
ASSIGNEE:**

Beth Corie Designs, Inc., a Florida corporation

By: 

Title: President

[continued to next page]

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me on June 22, 1999, by Eleanor Taylor, on behalf of James S. Feltham who is personally known to me or who produced _____ as identification.

Eleanor D. Taylor

Eleanor D Taylor
My Commission CC767619

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me on July 9th, 1999, by Beth C. Friedman on behalf of Beth Corie who is personally known to me or who produced _____ as identification. Designs, Inc.

Mary L Espinosa
NOTARY PUBLIC STATE OF FLORIDA

My commission expires: 1/15/2000

[end of document]

S:\01100289\lurias-assignment.wpd

MARY L ESPINOSA
Notary Public - State of Florida
My Commission Expires Jan 15, 2000
Commission # CC524697

Exhibit "A"

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LURIA'S	1,676,251	February 18, 1992
LURIA'S	1,870,118	December 27, 1994
LURIA'S	1,880,982	February 28, 1995
LURIA'S and Design	1,893,786	May 9, 1995

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

L. LURIA & SON, INC.,

CASE NO. 97-16731-BKC-RAM
CHAPTER 11

Debtor.

ORDER CONFIRMING DEBTOR'S LIQUIDATING
PLAN OF REORGANIZATION

A hearing was held on May 28, 1998 to consider the confirmation of the Liquidating Plan of Reorganization, dated April 6, 1998, filed by L. Luria & Son, Inc. (the "Debtor") under chapter 11 of the Bankruptcy Code, as modified on May 28, 1998, and as clarified on the record and by the terms of this order (the "Plan").

The Plan having been transmitted to creditors¹; and

It having been determined after hearing on notice that:

1. The Plan has been accepted in writing by the creditors whose acceptance is required by law; and
2. The provisions of chapter 11 of the Bankruptcy Code have been complied with and that the Plan has been proposed in good faith and not by any means forbidden by law; and
3. With respect to each impaired class of claims, each holder of a claim has accepted the Plan, or will receive or retain under the Plan on account of such claim property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. Notwithstanding the rejection of the Plan by the holders of equity interest in the Debtor (class 8), the Plan is confirmable pursuant

EXHIBIT B

to 11 USC §1129(b)(2)(C)(i) in that equity interests in the Debtor have no value as of the Effective Date of the Plan and, thus, will receive no distribution under the Plan. The Plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims that are impaired under the Plan, and had not accepted the Plan.

4. All parties in interest have had adequate notice of these proceedings and an opportunity to be heard.

5. The failure to reference or discuss all or part of any particular provision of the Plan herein shall have no effect on the validity, binding effect and enforceability of such provision, and such provision shall have the same validity, binding effect and enforceability as every other provision of the Plan. To the extent of any inconsistencies between the terms of this order and the Plan, the terms of this Order shall prevail, except as otherwise provided herein.

6. If any provision of this Order is hereafter modified, vacated or reversed by subsequent order of this Court or any other court, such reversal, modification or vacation shall not affect the validity of the obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order; nor shall such reversal, modification or vacation hereof affect the validity or enforceability of such obligations. Notwithstanding any reversal, modification or vacation hereof, any such obligation incurred or undertaken pursuant to and in reliance on this Order prior to the

effective date of such reversal, modification or vacation shall be governed in all respects by the provisions hereof and of the Plan, and all documents, instruments and agreements related thereto, or any amendments or modifications thereto.

IT IS THEREFORE:

ORDERED that the Plan is confirmed; and it is further

ORDERED that the Modification to the Plan dated May 28, 1998 (the "Modification") is approved. Articles VII, XII and XIII of the Plan are hereby modified to provide as follows:

ARTICLE VII
COMMITTEE AND EXECUTIVE COMMITTEE

7.5 Retention of Professionals. The Executive Committee shall have the right to retain the services of attorneys, accountants and other agents which, in the discretion of the Executive Committee are necessary, when and if a conflict arises between the Executive Committee and the Liquidating Agent, to assist and advise the Executive Committee in the performance of its duties. The fees and expenses of such professionals and agents, subject to review and approval by the Liquidating Agent and the Executive Committee and the Notice and Objection Procedures of Article 8.1 of the Plan, and shall be paid from the Operating Reserve upon the monthly submission of bills to the Liquidating Agent and the Executive Committee. If no objection to payment is received in accordance with the Notice and Objection Procedures established in Article 8.1 of the Plan, the bill shall be paid by the Liquidating Agent on behalf of the Liquidating Debtor. If there is an objection as to any bill, that cannot be resolved

between the parties within a reasonable time, such dispute shall be submitted to the Bankruptcy Court in accordance with the Notice and Objection provisions of Article 8.1 of the Plan for a determination of its reasonableness. The Uncontested portion of such bill shall be paid on the thirtieth (30th) day after delivery.

ARTICLE XII
EFFECTS OF CONFIRMATION

12.1 Binding Effect/Preliminary Injunction. (a) Except as otherwise provided in the Plan, on and after the Effective Date, the terms of the Plan shall bind all holders of Claims and Equity Interests, whether or not they accept the Plan.

(b) Except as set forth herein, on and after the Confirmation Date, every holder of a Claim or Equity Interest shall be temporarily precluded and temporarily enjoined from asserting against the Debtor, the assets of the Post-Confirmation Debtor and the assets held by the Liquidating Agent pursuant to the Plan, any claim based on any document, instrument, judgment, award, order, act, omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date. The preliminary injunction shall dissolve upon completion of the liquidation and administration of the assets of the Debtor by the Liquidating Agent and the filing of a certificate by the Liquidating Agent attesting to the completion of the liquidation.

12.2 Limitation of Liability/Release.

(a) This Section is hereby deleted.

(b) As of the Confirmation Date, but subject to the occurrence of the Effective Date, and except as otherwise expressly

provided in this Plan, all Persons who hold or have held any claim against or Equity Interest in the Debtor, directly or indirectly, and who affirmatively voted to accept the Plan shall hereby release (i) the attorneys and accountants retained during the Chapter 11 proceeding from any and all Claims, obligations, rights, causes of action and liabilities which any holder of a Claim against or Equity Interest in the Debtor may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part upon any act or omission, transaction or occurrence in any way relating to the Debtor, the Chapter 11 Case or this Plan and (ii) the Committee and the Executive Committee, and their members, financial advisors and attorneys, from any and all Claims obligations, rights, causes of action and liabilities which any such holder of a Claim against or Equity Interest in the Debtor may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part upon any act or omission, transaction or occurrence in any way relating to the Debtor, the Chapter 11 Case or this Plan or liabilities arising from actions taken in their capacity as such.

ARTICLE XIII

The following language is hereby added at the end of paragraph 13.2: To the extent that the Debtor, the Liquidating Debtor or the Liquidating Agent, as the case may be, intends to exercise the right of setoff, it shall do so only after notice and hearing.

13.3(a) Upon the Completion Date, as said term is defined in the Plan, the Company shall dissolve; and it is further

ORDERED that Section 3.1 of the Plan is clarified as follows with respect to the treatment of Allowed Priority Tax Claims:

Each Allowed Priority Tax Claim shall be paid (i) in full, in cash, without interest, on the later of (a) the Distribution Date or as soon thereafter as is practicable, or (b) as soon as practicable after the date on which such Allowed Priority Tax Claim becomes due and payable pursuant to the terms of any applicable Final Order; or (ii) deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the effective date, equal to the allowed amount of such claim;

and it is further

ORDERED that the debtor shall pay the United States Trustee the fees imposed pursuant to 28 U.S.C. Section 1930(a)(6) within ten (10) days of the entry of this order for pre-confirmation periods and simultaneously provide to the United States Trustee an appropriate affidavit indicating the cash disbursements for the relevant period; and the reorganized debtor shall further pay the United States Trustee the fee imposed pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time period set forth in 28 U.S.C. §1930(a)(6), until the earlier of the closing of this case by the issuance of a Final Decree by the Court, or upon the entry of an Order by this Court dismissing this case or converting this case to another chapter under the United States Bankruptcy Code and the party responsible for paying the post-confirmation United States Trustee fees shall provide to the United States upon the payment of each post-confirmation payment an

appropriate affidavit indicating all the cash disbursements for the relevant period; and it is further

ORDERED that pursuant to Sections 5.2 and 5.4 of the Plan, on the Effective Date all property of the Debtor, including, but not limited to, all cash, shall be transferred to Arnold Zahn and Zahn Associates, Inc. (the "Liquidating Agent"). The Liquidating Agent shall make distributions pursuant to, and in accordance with, the terms of the Plan and in accordance with the terms and conditions as set forth in the Management Services Agreement which was attached to the Plan and as modified. The Liquidating Agent shall, not later than sixty (60) days after this Order becomes final, file a Final Report of Estate and Motion for Final Decree Closing Case on the Court approved local form. Failure to timely file the Final Report of Estate and Motion For Final Decree Closing Case may result in the imposition of sanctions against the debtor's counsel, which may include the return of attorney's fees; and its is further

ORDERED, that the Property, as said term is defined in the Plan, shall remain subject to the jurisdiction of this Court until the Effective Date. Subsequent to the Effective Date, this Court shall retain jurisdiction over such other matters as may be pending on the Effective Date, and shall retain jurisdiction to resolve any disputes arising under the Plan for which relief may be granted under the Bankruptcy Code and Bankruptcy Rules, including but not limited to those matters described in the Plan; and it is further

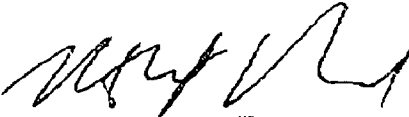
ORDERED, that the Objections to Confirmation filed by Gold Sport International Corp., S&A Distributors of Miami, Inc., the

United States Trustee and Seiko Corporation of America are hereby
WITHDRAWN as moot, based upon the modifications to the Plan and the
Management Service Agreement, and it is further

RM

~~ORDERED, that the Court will conduct a post confirmation
status conference on _____, 1998 at _____ M., in
Courtroom 1406, 51 S.E. First Avenue, Miami, Florida, to determine
(i) whether the Debtor has complied with the provisions of this
Order, and (ii) whether the disbursing agent and the plan proponent
have timely filed the required Final Report of Estate and Motion
for Final Decree Closing Case. At the status conference, the Court
will consider the propriety of dismissal or conversion to chapter
7, and/or the imposition of sanctions against the debtor and/or the
debtor's disbursing agent for failure to timely file the Final
Report of Estate and Motion for Final Decree Closing Case or for
failure to comply with the provisions of this Order.~~

DONE and ORDERED in the Southern District this 28th day of May,
1998.



ROBERT A. MARK, JUDGE
United States Bankruptcy Court

cc: Attorney for Debtor
U.S. Trustee
All Creditors

(The Debtor's counsel is directed to immediately mail a conformed
copy of this Order to all creditors and parties in interest and
file a certificate of mailing with the Court).

1. The Debtor was excused from the requirement of soliciting the
votes of equity security holders inasmuch as the Plan is a
Liquidating Plan and equity will receive no distribution. Equity
is deemed to have rejected the Plan.

11724
IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

FILED
SOUTHERN DISTRICT OF FLORIDA
JUL 23 1998
U.S. BANKRUPTCY COURT
MIAMI, FLORIDA

-----x
IN RE: .

L. LURIA & SON, INC.,
Debtor.

Case No. 97-16731-BKC-RAM
Chapter 11

-----x
**ORDER SHORTENING THE TIME FOR
NOTICE OF THE RESIGNATION OF LIQUIDATING AGENT
AND APPROVING THE SUBSTITUTION OF THE
SUCCESSOR LIQUIDATING AGENT**

Upon the Ex Parte Motion of the Liquidating Agent for the entry of an Order shortening the time for Notice of the Resignation of the Liquidating Agent from thirty (30) days to fifteen (15) days and approving the designation of James Feltman, as the Successor Liquidating Agent (the "Ex Parte Motion"), under the Debtor's Second Amended Liquidating Plan of Reorganization, which was confirmed by this Court on May 28, 1998, the modifications thereto, the Confirmation Order and the Management Service Agreement (collectively the "Plan Documents"); and notice thereof and Notice of the Resignation of the Liquidating Agent, filed on July 1, 1998, being appropriate under the circumstances and for sufficient cause appearing therefor, it is

ORDERED, that the time required pursuant to the Plan Documents for providing Notice of the Resignation of the Liquidating Agent be, and hereby is, shortened to July 15, 1998, fifteen (15) days from July 1, 1998, the date of service of the Notice of the Resignation; and it is further

EXHIBIT c

936

U.S.C. § 363(b) and (f), free and clear of all claims, liens, pledges, interests security interests, and encumbrances of any kind, with all such claims, liens, pledges, interests, security interests, and encumbrances attaching to the proceeds of sale.

3. Beth Corie Designs, Inc. has acted in “good faith” as defined by Section 363(m) of the Bankruptcy Code in connection with the transactions authorized by this Order and, therefore, is hereby granted the protections provided under Section 363(m).


4. Beth Corie Designs, Inc. shall not be deemed to be a successor to, or of, the Debtor or Liquidating Agent, as a result of acquiring all of Liquidating Debtor’s and/or Liquidating Agent’s right, title and interest in and to the Marks, including United States Trademark Registration Numbers (a) 1,880,982, (b) 1,870,118, (c) 1,893,786, and (d) 1,676,251, together with the goodwill of the business symbolized thereby. The Court hereby specifically reserves jurisdiction to enjoin any third party from pursuing any claim or cause of action against Beth Corie Designs, Inc., as a result of acquiring all of the Liquidating Debtor and/or Liquidating Agent’s right, title and interest in and to the Marks, including United States Trademark Registration Numbers (a) 1,880,982, (b) 1,870,118, (c) 1,893,786, and (d) 1,676,251, or which arose against the Liquidating Debtor or Liquidating Agent prior to the date of this Order.

5. Each and every federal, state and local government agency or department shall be, and hereby is, directed to accept and any all documents and instruments necessary and appropriate to consummate or effectuate the transactions authorized by this Order, including, but not limited to, documents and instruments for recording in any governmental agency or department required to transfer to Beth Corie Designs, Inc., or its successors or assigns, United States Trademark Registration Numbers (a) 1,880,982, (b) 1,870,118, (c) 1,893,786, and (d) 1,676,251.

ORDERED, that the resignation of Zahn Associates, Inc., as the Liquidating Agent under the Plan Documents be, and hereby is, approved, effective as of the date of this Order; and it is further

ORDERED, that the appointment of James Feltman, a partner of Arthur Andersen, as the Successor Liquidating Agent be, and hereby is, approved under the same terms and conditions, as the appointment and service of the Liquidating Agent, as more fully set forth on Exhibit "A" to the Ex Parte Motion and described in the Plan Documents; with such appointment being effective as of the date of this Order, unless otherwise ordered by this Court.

Dated: July 23, 1998.



The Honorable Robert A. Mark
United States Bankruptcy Court

23-98
MLL
↘

ATTORNEY JERRY M. MARKOWITZ, ESQ. IS HEREBY DIRECTED TO SERVE A CONFORMED COPY OF THIS ORDER ON ALL INTERESTED PARTIES, AND FILE A CERTIFICATE OF SERVICE WITH THE COURT.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 97-16731-BKC-RAM

CHAPTER 11 PROCEEDINGS TO:

IN RE:

L. LURIA & SON, INC.,

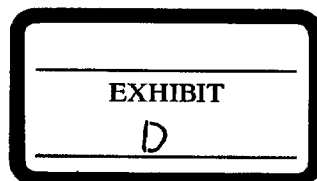
Debtor.

**ORDER (1) GRANTING LIQUIDATING AGENT'S MOTION FOR ORDER
AUTHORIZING SALE OF TRADE-NAMES FREE AND CLEAR OF
LIENS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363(f) and (m),
(2) AUTHORIZING EXECUTION OF ANY AND ALL DOCUMENTS
NECESSARY TO EFFECTUATE TRANSFERS OF TRADE-NAMES, AND
(3) ENJOINING THIRD PARTIES FROM ANY AND ALL ACTIONS
TO ENFORCE OR COLLECT ON ACCOUNT OF ANY LIEN, CLAIM,
INTEREST, OR ENCUMBRANCE AGAINST SELLER OR THE
THE ESTATE OF L. LURIA & SON, INC.**

THIS CAUSE came before the Court on May 25, 1999 upon the scheduled hearing on the Liquidating Agent's *Motion for Order Authorizing Sale of Trade-Names Free and Clear of Liens and Encumbrances Pursuant to 11 U.S.C. § 363* (the "Motion").

The Court finds and concludes that proper and sufficient notice of the hearing on the Motion was provided to all parties in interest in full compliance with Rule 2002(a)(2) and Rules 6004(a) and (c) of the Federal Rules of Bankruptcy Procedure, and that the Liquidating Agent filed the Motion invoking the provisions of Rule 5005-1(F)(2) of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida. The Court notes that no responsive pleading, objection or other paper intended for consideration at such hearing was filed pursuant to Local Rule 5005-1(F)(2).

The Court further concludes that sound business reasons exist for the Liquidating Agent, pursuant to Section 363(b) and (f) of the Bankruptcy Code, to effectuate the transactions described



TRADEMARK
REEL: 001897 FRAME: 0500

6. The terms and conditions of this Order shall be binding in all respects upon, and shall inure to the benefit of Beth Corie Designs, Inc., the Liquidating Debtor, the Liquidating Debtor's estate, the Liquidating Agent, and their successors and assigns.

7. The Liquidating Agent and Beth Corie Designs, Inc. are hereby authorized and directed to take the necessary actions to consummate the transfer of United States Trademark Registration Numbers (a) 1,880,982, (b) 1,870,118, (c) 1,893,786, and (d) 1,676,251, and to execute all documents and instruments of assignment, transfer and sale that are necessary and appropriate to implement and carry out the provisions of this Order.

8. This Court shall retain jurisdiction to determine any claims, disputes or causes of action arising out of or relating to the provisions of this Order.

9. Beth Corie Designs, Inc. shall have through and including 5:00 PM (EST), May 28, 1999, to deliver cleared funds to "Berger, Davis, & Singerman, P.A." in the amount of \$27,500.00.

10. In the event Beth Corie Designs, Inc. fails to comply with the provisions of Paragraph 9 above, then the acceptance of the final bid submitted by Beth Corie Designs, Inc. shall be revoked, or otherwise deemed null and void, following which W.C. Edge Jewelry Company, Inc. shall have through and including 5:00 PM, June 2, 1999, to deliver cleared funds to "Berger, Davis, & Singerman, P.A." in the amount of \$27,000.00.

11. In the event Beth Corie Designs, Inc. complies with the provisions of Paragraph 9 above, the Liquidating Agent shall be authorized to execute the Assignment of Trademark Registration and Rights, the form of which is attached hereto as Exhibit "A" and approved by the Court. The Liquidating Agent's execution of the attached Assignment shall be evidence of Beth Corie Design, Inc.'s compliance with the terms and conditions of this Order.

DONE AND ORDERED in the Southern District of Florida this 22 day of June, 1999.

ROBERT A. MARK
ROBERT A. MARK
United States Bankruptcy Judge

Copies furnished to:

Brian G. Rich, Esq.
Michael D. Seese, Esq.

Attorney RICH is hereby direct to mail a conforming copy of this Order to all interested parties.

in the Motion, and that the sale of the Marks hereinafter defined and identified, on the terms and conditions approved by the Court, and contained in this Order, is authorized under the provisions under Section 363(b) and (f) of the Bankruptcy Code, as well as the Order Confirming Debtor's Liquidating Plan of Reorganization, dated May 28, 1998,.

After hearing from counsel for the Liquidating Agent, as well as counsel for Beth Corie Designs, Inc. and W.C. Edge Jewelry Company, Inc., the Court announced on the record that an auction of the assets of the Estate, which included all of the Estate's right, title and interest in an to the name and mark "LURIA'S", as used by the Debtor on or in connection with retail department store services including, but not limited to, United States Trademark Registration Numbers (a) 1,880,982, (b) 1,870,118, (c) 1,893,786, and (d) 1,676,251 (the "Marks"), would be conducted. Having heard no objections to the Motion, the Court proceeded to conduct an auction of the Marks, utilizing an opening bid of \$6,000.00, and incremental bidding in the amount of \$500.00. The highest bid announced and offered for the Marks was submitted by Beth Corie Designs, Inc., in the amount of \$27,500.00, and the Court having received no bid higher than \$27,500.00, closed the bidding and announced that the offer submitted by Beth Corie Designs, Inc. in the amount of \$27,500.00 was accepted and the hearing was concluded.

Based on the foregoing findings and conclusions, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is hereby GRANTED.
2. The Liquidating Agent is hereby authorized to sell, transfer and assign all of his right, title and interest in and to the Marks, including United States Trademark Registration Numbers (a) 1,880,982, (b) 1,870,118, (c) 1,893,786, and (d) 1,676,251, together with the goodwill of the business symbolized thereby, to Beth Corie Designs, Inc. for the sum of \$27,500.00, pursuant to 11

ASSIGNMENT OF TRADEMARK REGISTRATION AND RIGHTS

THIS ASSIGNMENT OF TRADEMARK REGISTRATION AND RIGHTS

("Assignment") is made and entered into as of the date set forth below, by James S. Feltman, as the Liquidating Agent of the Estate of L. Luria & Son, Inc. ("Liquidating Agent" and/or "Assignor"), and Beth Corie Designs, Inc., a Florida corporation ("Assignee").

WITNESSETH

WHEREAS, on August 13, 1997 (the "Petition Date"), L. Luria & Son, Inc., a Florida corporation (the "Debtor"), filed a voluntary petition under Chapter 11 of Title 11 of the United States Code;

WHEREAS, on the Petition Date, the Debtor was the owner of the LURIA's marks identified on Exhibit "A" attached hereto (the "Marks");

WHEREAS, the Debtor had registered the Marks on the Principal Register of the United States Patent and Trademark Office under the registration numbers as also shown on Exhibit "A" attached hereto (the "Registrations");

WHEREAS, on December 31, 1997, the Debtor filed its First Amended Disclosure Statement in Respect of Debtor's Liquidating Plan of Reorganization, together with its First Amended Liquidating Plan of Reorganization (the "Plan");

WHEREAS, the Plan provided, in part, that L. Luria & Son, Inc. would convey, assign or otherwise transfer all of its right, title and interest in and to property of the estate, including, but not limited to, the Marks, to the Liquidating Agent to liquidate and disburse the proceeds of liquidation to creditors in accordance with the terms and conditions of the Plan;

EXHIBIT "A"

WHEREAS, by Order dated May 28, 1998, the United States Bankruptcy Court entered its Order Confirming Debtor's Liquidating Plan of Reorganization which provided, in part, that pursuant to Sections 5.2 and 5.4 of the Plan, upon the Effective Date of the Plan, all property of the Debtor shall be transferred to the Liquidating Agent to be sold and reduced to cash for purposes of making distributions pursuant to the Plan (the "Confirmation Order")(A true and correct copy of the Confirmation Order is attached hereto as Exhibit "B");

WHEREAS, pursuant to the Confirmation Order, on the Effective Date of the Plan, Mr. Arnold Zahn and Zahn Associates, Inc. took all of the Debtor's right, title and interest in and to assets, including, but not limited to, the Marks, in their capacity as Liquidating Agent and were authorized to liquidate the assets, including the Marks, for the benefit of creditors of the Debtor:

WHEREAS, by Order dated July 23, 1998, the United States Bankruptcy Court accepted the resignation of Mr. Arnold Zahn and Zahn Associates, Inc., as Liquidating Agent, and approved the appointment of Mr. James Feltman as the successor Liquidating Agent (A true and correct copy of the July 23, 1998 Order is attached hereto as Exhibit "C");

WHEREAS, following a hearing conducted by the United States Bankruptcy Court on May 25, 1999 on the Liquidating Agent's Motion for Order Authorizing Sale of Trade-Names Free and Clear of Liens and Encumbrances Pursuant to 11 U.S.C. § 363, the United States Bankruptcy Court entered an order approving the sale of all of the Liquidating Agent's right, title and interest in and to the Marks, including the Registrations, together with the goodwill of the business symbolized thereby, to Assignee, and further authorized Assignor and Assignee to execute any and all documents necessary to effectuate the transfer of the Marks and the Registrations, together

with the goodwill of the business symbolized thereby (the "Sale Order") (a true and correct copy of the Sale Order is attached hereto as Exhibit "D"); and

WHEREAS, Assignor, pursuant to and in accordance with the Sale Order, desires to assign to Assignee all of its right, title and interest in and to the Marks and the Registrations, including the goodwill of the business symbolized thereby, and Assignee desires to acquire such rights and goodwill.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns unto Assignee, all of Assignor's right, title and interest in and to: (a) the Marks, together with the goodwill of Assignor's business symbolized thereby; (b) the Registrations; and (c) all claims and causes of action Assignor has or may have in connection with the Marks and the Registrations.

[continued to next page]

2. Representations. Assignor represents to Assignee that the rights assigned hereunder are being transferred free and clear of all liens, interests, and encumbrances pursuant to 11 U.S.C. § 363(f), and that Assignee is afforded all protections with respect to the purchase and sale of the assets pursuant to 11 U.S.C. § 363(m).

IN WITNESS WHEREOF, we have hereunto executed this Assignment as of the dates set forth below.

ASSIGNOR:

James S. Feltman,
Liquidating Agent

By: _____
Title: _____

**ACCEPTED AND AGREED TO:
ASSIGNEE:**

Beth Corie Designs, Inc., a Florida corporation

By: _____
Title: _____

[continued to next page]

