

MRD 2/23/99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-24-1999



101179541

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 # 100998255
- 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 Final Order and related transcript

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Counterparts Sportswear, Inc.

01 14 1999

Formerly Sportswear Holdings International Inc.

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name HFI, Inc.

DBA/AK/A

Composed of

Address (line 1) 500 West Monroe Street

Address (line 2) Chicago, IL 60661

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

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: 001965 FRAME: 0247

FORM PTO-1618B
Expires 08/31/99
OMB 0851-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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)

<input type="text" value="75424617"/>	<input type="text" value="75424891"/>	<input type="text" value="0702713"/>
<input type="text" value="74686659"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1761455"/>	<input type="text" value="1971633"/>	<input type="text" value="1132754"/>
<input type="text" value="826929"/>	<input type="text" value="1718302"/>	<input type="text" value="1792705"/>
<input type="text" value="2028282"/>	<input type="text" value="1971452"/>	<input type="text" value="1783499"/>

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.

Brad R. Godshall Brad Godshall by Eric Zitzner 3/17/99
 Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0951-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional 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

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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4
5 GLOBAL ORBIT INDUSTRIES, INC./

6 COUNTERPARTS SPORTSWEAR, INC.

7 FORECLOSURE SALE

8
9 Volume II

10 Pages 5-12

11
12
13 TRANSCRIPT OF PROCEEDINGS

14 THURSDAY, FEBRUARY 11, 1999

15 10:01 A.M.

16
17
18
19
20
21
22
23 REPORTED BY:

24 JULIE L. ROUNTREE

25 CSR NO. 10638

1 TRANSCRIPT OF PROCEEDINGS TAKEN ON BEHALF OF
2 THE CREDITOR HELLER FINANCIAL, INC., AT 10100 SANTA
3 MONICA BOULEVARD, LOS ANGELES, CALIFORNIA, ON
4 THURSDAY, FEBRUARY 11, 1999, AT 10:01 A.M., BEFORE
5 JULIE L. ROUNTREE, C.S.R. NO. 10638.

6
7

8 APPEARANCES OF COUNSEL

9

10 FOR THE CREDITOR HELLER FINANCIAL, INC.:

11 PACHULSKI STANG ZIEHL & YOUNG

12 BY: BRAD R. GODSHALL, ESQ.

13 ERIC KURTZMAN, ESQ.

14 10100 SANTA MONICA BOULEVARD

15 SUITE 1100

16 LOS ANGELES, CALIFORNIA 90067

17 (310) 277-6910

18
19

20

21

22

23 ///

24 ///

25 ///

1 APPEARANCES OF COUNSEL (CONTINUED)

2

3 FOR GLOBAL ORBIT INDUSTRIES, INC., AND COUNTERPARTS

4 SPORTSWEAR, INC.:

5 SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP

6 BY: DAVID J. McCARTY, ESQ.

7 333 SOUTH HOPE STREET

8 SUITE 4800

9 LOS ANGELES, CALIFORNIA 90071-1448

10 (213) 617-4171

11

12 ALSO PRESENT:

13 MICHELE A. KOVATCHIS

14 ANNE W. KENNEY

15 SUE H. AHLBORN

16 LESTER M. FRIEDMAN

17 JEANETTE P. VANDENBERGH

18 HOWARD I. GROSS

19

20

21

22

23 ///

24 ///

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I N D E X

FORECLOSURE PROCEEDING

E X H I B I T S

8	NO.	DESCRIPTION	PAGE
9	1 -	NOTICE OF PUBLIC FORECLOSURE SALE.....	7
10	2 -	PROOF OF PUBLICATION/LA DAILY JOURNAL.....	7
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1 LOS ANGELES, CALIFORNIA

2 THURSDAY, FEBRUARY 11, 1999; 10:01 A.M.

3
4 (Mr. Gross and Ms. Vandenberg are not
5 present in the deposition room at this
6 time.)

7
8 MR. GODSHALL: The time is approximately
9 10:03.

10 For the record, my name is Brad R.
11 Godshall, Pachulski Stang Ziehl & Young. I'm the
12 counsel of record for Heller Financial, Inc., and
13 HFI, Inc., a Delaware corporation, which is an
14 affiliate of Heller Financial, Inc.

15 Also present in the room is Michele
16 Kovatchis, Sue Ahlborn, and Anne Kenney from Heller
17 Financial, Inc.; my associate Eric Kurtzman.

18 There are other people present in the
19 room. I'd ask they state their name and their
20 affiliation for the record.

21 MR. FRIEDMAN: Lester Friedman,
22 Hilco/Great American.

23 MR. McCARTY: David McCarty of Sheppard,
24 Mullin, Richter & Hampton, LLP, counsel for Global
25 Orbit Industries, Inc., and Counterparts Sportswear,

1 Inc.

2 (Ms. Vandenberg enters the deposition
3 room at this time.)

4 MR. FRIEDMAN: Jeanette, state your name.

5 MS. VANDENBERGH: Jeanette Vandenberg.

6 MR. GODSHALL: Okay. All right. Another
7 party who we expect to be present is Howard Gross of
8 Richter & Associates, workout consultant.

9 In the debtors --

10 In respect of this foreclosure sale, the
11 debtors are Global Orbit, Inc. -- excuse me -- Global
12 Orbit Industries, Inc., and Counterparts Sportswear,
13 Inc. I'll refer to them collectively as the debtors
14 of -- Global individually as Global, Counterparts as
15 Counterparts.

16 We are here pursuant to a notice of public
17 sale of collateral under the California Uniform
18 Commercial Code.

19 I have given the court reporter for
20 pre-identification Exhibit 1, the original Notice of
21 Public Sale of Collateral under the California
22 Uniform Commercial Code, which was dated January 27,
23 1999.

24 (Mr. Gross enters the deposition room
25 at this time.)

1 (The document referred to was marked by
2 the C.S.R. as Exhibit 1 for identification
3 and is attached hereto.)

4 MR. GODSHALL: That notice called for and
5 provided for the public sale of essentially all of
6 the assets of the debtors. The notice was served in
7 accordance with applicable law.

8 Attached to Exhibit 1 is a service list
9 of the parties who received notice of the public sale
10 and a certificate of service reflecting the dates --
11 or outside dates of such service.

12 I've also tendered to the court reporter
13 for pre-identification to attach to the transcript as
14 Exhibit 2 an affidavit of publication which reflects
15 the notice of the foreclosure sale, which was
16 published in the "Los Angeles Daily Journal" on
17 January 27, 1999, January 28, 1999, and January 29,
18 1999.

19 (The document referred to was marked by
20 the C.S.R. as Exhibit 2 for identification
21 and is attached hereto.)

22 MR. GODSHALL: I've also given to the
23 court reporter for pre-identification to attach as
24 Exhibit 3 to the transcript a photocopy of an
25 affidavit of publication, which reflects that the

1 notice of foreclosure sale was also published in the
2 "Los Angeles Times" on January 27, 1999.

3 (The document referred to was marked by
4 the C.S.R. as Exhibit 3 for identification
5 and is attached hereto.)

6 MR. GODSHALL: I would also state for the
7 record that a -- that the notice of foreclosure sale
8 was also published in "Women's Wear Daily" sometime
9 during late January 1999.

10 (Mr. Kurtzman leaves the deposition
11 room at this time.)

12 MR. GODSHALL: The original -- the notice
13 of foreclosure sale originally set the foreclosure
14 sale for February 6, 1999, at 10:00 o'clock a.m.

15 At that session, a continuance of the
16 foreclosure sale was announced to February 11, 1999,
17 at 9:00 o'clock a.m.

18 I've given to the court reporter for
19 pre-identification to attach to the transcript as
20 Exhibit 4 a copy of the transcript of proceedings in
21 respect of this foreclosure sale, which took place at
22 the original -- originally scheduled sale date of
23 February 6, 1999, at 10:00 o'clock a.m., in my
24 offices.

25 ///

1 (The document referred to was marked by
2 the C.S.R. as Exhibit 4 for identification
3 and is attached hereto.)

4 MR. GODSHALL: Finally, I have given to
5 the court reporter for pre-identification, to be
6 identified as Exhibit 5, a copy of a contribution
7 agreement dated February 10, 1999, whereby Heller
8 Financial, Inc., assigns to HFI, Inc., all of its
9 rights in respect of the collateral pledged by Global
10 and Counterparts and the debts of Global and
11 Counterparts to Heller Financial, Inc., which is
12 secured by that collateral.

13 (The document referred to was marked by
14 the C.S.R. as Exhibit 5 for identification
15 and is attached hereto.)

16 (Mr. Kurtzman enters the deposition
17 room at this time.)

18 MR. GODSHALL: Pursuant to the notices of
19 foreclosure sale, Heller reserves the right to
20 withdraw certain collateral from the sale. Such
21 right of reserve has been assigned to HFI, along with
22 all of Heller's other rights pursuant to the
23 contribution agreement.

24 As counsel for HFI, I hereby state for
25 the record that the assets to be sold at this

1 foreclosure sale constitute and are limited to the
2 accounts receivable; deposit accounts; general and
3 tangibles, including, without limitation, trademarks
4 and associated good will, insurance claims and causes
5 of action, inventory, goods, work in process, raw
6 materials, equipment, and the books of record --
7 books and records of both Global and Counterparts. I
8 would hereafter refer to all such collateral to be
9 sold today as the subject collateral.

10 Specifically excluded from the subject
11 collateral is inventory which is currently held by
12 either Barkley's or Tropical in the Dominican
13 Republic.

14 Additionally, I'd state for the record
15 that there's no intent to foreclose on any equipment
16 used by the debtors which is the subject of a true
17 lease in favor of the debtors.

18 I am here to make a bid on behalf of HFI
19 for the subject collateral.

20 Is there anyone else here present for the
21 purpose of making a bid?

22 All right. The record should reflect
23 that no other person or entity is present here today
24 prepared to make a bid.

25 HFI hereby bids and purchases the subject

1 collateral in the following manner:

2 HFI is bidding \$5 million of its debt
3 against Counterparts and Global, which is a joint and
4 several debt, in consideration for the purchase of
5 the subject collateral.

6 HFI hereby further states for the record
7 that the public foreclosure sale as to all collateral
8 held by it, other than the subject collateral, will
9 be continued to a foreclosure sale set for tomorrow,
10 February 12, 1999, at 9:00 o'clock a.m.

11 That concludes today's activities and the
12 foreclosure as to the Capital subject, capital C,
13 collateral under the California Uniform Commercial
14 Code.

15 After the conclusion of this meeting, HFI
16 will provide notice to the parties that receive
17 notice of the public sale of what occurred at this
18 sale.

19 We reserve -- HFI reserves the right to
20 further continue the sale as to any other collateral
21 which has not been sold to HFI today.

22 That concludes the record.

23 (Whereupon, at 10:08 a.m. the
24 proceedings were adjourned.)

25

11

WISHNOW.TEARNEY.KILLION, A LegaLink Company
(818) 986-5270 (323) 465-3370 (310) 837-8700 (800) 826-0277

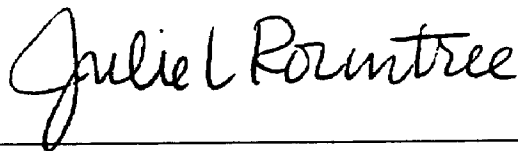
TRADEMARK
REEL: 001965 FRAME: 0260

2 I, JULIE L. ROUNTREE, A Certified Shorthand
3 Reporter for the State of California, do hereby
4 certify:

5
6 That this proceeding was taken before me at
7 the time and place therein set forth and was taken
8 down by me in shorthand and thereafter reduced to
9 typewriting via computer-aided transcription under
10 my direction;

11
12 I further certify that I am neither counsel
13 for, nor related to, any party to said action, nor
14 in any way interested in the outcome thereof.

15
16 IN WITNESS WHEREOF, I have hereunto
17 subscribed my name this 16th day of
18 February, 1999.

19
20
21 
22

23 JULIE L. ROUNTREE

24 CSR NO. 10638

25

12

WISHNOW.TEARNEY.KILLION, A LegaLink Company
(818) 986-5270 (323) 465-3370 (310) 837-8700 (800) 826-0277

TRADEMARK
REEL: 001965 FRAME: 0261

NOTICE OF PUBLIC FORECLOSURE SALE
OF DEFAULTED OBLIGATIONS OF GLOBAL ORBIT INDUSTRIES, INC.
AND COUNTERPARTS SPORTSWEAR, INC. FEBRUARY 6, 1999 AT 10:00 A.M

NOTICE IS HEREBY GIVEN TO GLOBAL ORBIT INDUSTRIES, INC. ("Global"), COUNTERPARTS SPORTSWEAR, INC. ("Counterparts"), THE OFFICIAL CREDITORS COMMITTEES IN THE CHAPTER 11 CASES OF GLOBAL AND COUNTERPARTS, AND GUARANTORS STEPHEN TABAH, GARY TABAH, GEORGE TABAH, JR. AND MARK TABAH that Global and Counterparts have defaulted in their obligations (the "Obligations") owing to Heller Financial, Inc. ("Heller") in respect of all active factoring agreements, loan agreements and security agreements executed by either of Global or Counterparts in favor of Heller (the "Agreements"). The Obligations exceed \$20 million.

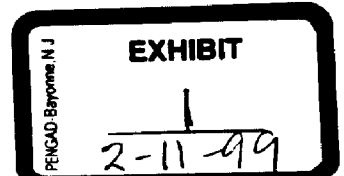
Pursuant to the Agreement, Counterparts and Global have pledged to Heller, as security for the Obligations the personal property collateral (the "Personal Property Collateral") described in Exhibit "A" attached hereto, generally consisting of all business assets of Global and Counterparts, including, without limitation, all goods, accounts (other than accounts already factored by Heller which constitute the sole and exclusive property of Heller), general intangibles, documents, instruments, equipment, books and records.

NOTICE IS FURTHER GIVEN that Heller, as secured party, will offer for sale and sell the Personal Property Collateral to the highest bidder at public auction on February 6, 1999 at 10:00 a.m., Pacific Daylight Time, at the offices of Pachulski, Stang, Ziehl & Young, 10100 Santa Monica Boulevard, Suite 1100, Los Angeles, California 90067. Such offer of sale and sale is and will be subject to the terms and conditions hereinafter stated.

The Personal Property Collateral is being sold to satisfy, to the extent possible, the Obligations now due and owing to Heller under the Agreements, which demand has been made, plus attorneys' fees, costs and expenses of sale. The sale of the Personal Property Collateral will be made pursuant to the terms of the Agreement, Section 9504 of the California enactment of the Uniform Commercial Code and any other applicable state, federal and Canadian laws.

The Personal Property Collateral is, to the best knowledge of Heller, located at various locations. Heller is not in possession of the Personal Property Collateral. Heller has limited information regarding the extent or amount of Personal Property Collateral. Information concerning the Personal Property Collateral may be obtained from the Bankruptcy Court files in conjunction with the chapter 11 bankruptcy cases pending in respective Global and Counterparts in the United States Bankruptcy Court for the Central District of California, Case Nos. LA 98-60055 EC and LA 98-60056 EC.

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TRADEMARK

REEL: 001965 FRAME: 0263

The Personal Property Collateral will be offered and sold pursuant to the following terms and conditions, as well as those specified above:

1. The Personal Property Collateral is being offered for sale and will be sold to the highest eligible bidder;
2. All bids must be made in United States dollars;
3. The Personal Property Collateral will be offered for sale as one entire unit. The Personal Property Collateral will be sold in the manner which brings the highest aggregate sales price provided that all of the Personal Property Collateral is sold;
4. All parties desiring to bid for the purchase of the Personal Property Collateral at the foreclosure sale will be required to deposit with Heller in advance of the sale a certified or cashier's check payable to the order of Heller in the amount of \$1,000,000. Such \$1,000,000 checks will be returned to each party which is not the successful bidder at the conclusion of the sale. Such check delivered by the successful bidder will be applied toward the purchase price of the Personal Property Collateral. The balance of the successful bid by a third party shall be paid to Heller in cash or with certified or cashier's check at the sale;
5. Bidders may deliver to Heller written bids for the purchase of all or any of the Personal Property Collateral prior to the date of the sale, if any such bid is accompanied by the required \$1 million deposit under paragraph 4 above. Heller will announce the highest such bid as the opening bid at the time and place of the sale hereunder;
6. Heller or an affiliate may purchase the Personal Property Collateral and bid all or part of the Obligations in payment of the purchase price.
7. Heller may adjourn the sale hereby advertised, or cause the sale to be adjourned from time to time, either immediately before or at any time after the bidding has begun, without written notice or further publication, by announcement at the time and place of such sale, or any adjournment thereof, and such sale may be resumed without further notice or publication at the time and place to which the sale may have been so adjourned;
8. Without limiting the generality of the foregoing, if in the event Counterparts and Global have not defaulted on their agreements to Heller as set forth in certain debtor-in-possession financing orders on file with the Bankruptcy Court, Heller anticipates adjourning the sale until not later than February 11,

1999. Any such adjournment will be announced at or before the time of the sale on February 6, 1999;

9. Heller will not be obligated to make any sale or accept any bid pursuant to this Notice, and it reserves the right to approve or reject, based upon its sole exercise of reasonable business judgement, any bid or bids at said sale or any adjournment thereof;

10. Heller will warrant that it is entitled to proceed with the foreclosure sale noticed hereby. Except as so warranted, HELLER SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED;

11. Additional or amended terms and conditions of sale may be announced at such sale or adjournment thereof.

Bids are hereby solicited from only those potential purchasers who satisfy the foregoing requirements.

Dated: January 27, 1999

HELLER FINANCIAL, INC.

By: Brad Godshall
Brad R. Godshall
PACHULSKI, STANG, ZIEHL & YOUNG
Attorney for Heller
Financial, Inc.

Contact: (310) 277-6910

EXHIBIT "A"

The Personal Property Collateral consists of the following, with capitalized terms not otherwise defined having the meaning ascribed to such terms in the California Uniform Commercial Code:

(A) Accounts, and all guaranties and security therefore, and all goods and rights represented thereby or arising therefrom including the right of stoppage in transit, replevin, and reclamation;

(B) Goods and Inventory, including, but not limited to, raw materials, work in progress and finished goods;

(C) General intangibles including without limitation Debtor's interests in the following trademarks:

COUNTERPARTS SPORTSWEAR, INC.
LIST OF TRADEMARKS:

Counter Fit
Counter Sport
Counter Cottons
Counter Knits by Counterparts & Design
Counter Classics
Counter Stretch by Counterparts & Design
Counter Stretch
Counter Pant
Counterparts
Flip Clip
Instant Fit
Part One
Performs GAB
Union Square
Particulars by Counterparts
Counter Fit by Counterparts

GLOBAL ORBIT INDUSTRIES, INC.
LIST OF TRADEMARKS:

New Crop
Adventure in Paradise
Personal Effects
Cargo Passport
National Classics Clothing
Greenstreet
Orbit
Orbit (and design)
Orbit Naturals
Orbit Naturals for the Future
Twist Top
Happy Planet

Sexies One
Five Palms
Season Ticket
The Season Ticket (and design)
Solei (stylized letters)
Maxine Brooks

- (D) Documents or other receipts covering, evidencing, or representing goods;
- (E) Instruments;
- (F) Chattel Paper;
- (G) Equipment;
- (H) Intellectual Property;
- (I) All of the Debtors' deposit accounts maintained with any bank or financial institution;
- (J) All of the Debtors' cash and other monies and property in the possession or under the control of Heller;
- (K) All books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the property described above or are otherwise necessary or helpful in the collection thereof or realization thereon;
- (L) All tax refunds from whatever sources;
- (M) Investment Property;
- (N) Financial Assets; and
- (O) Proceeds of all or any of the property described above, including, without limitation, the proceeds of any insurance policies covering any of the above property.

PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 10100 Santa Monica Boulevard, Suite 1100, Los Angeles, California 90067.

On or before January 29, 1999, I served the NOTICE OF FORECLOSURE on the attached service list as follows:

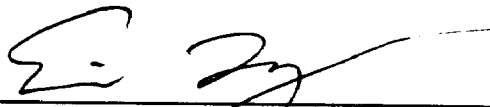
Those individuals marked with "*" were served by Certified Mail Return Receipt Requested. Those individuals marked with an "exp" were served by Express Mail. Those individuals marked with "*exp" were served by both Certified Mail Return Receipt Requested and Express Mail. Those unmarked individuals were served via First Class Mail.

XXX by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list;

XXX (BY MAIL) By placing said envelope(s), with postage thereon fully prepaid in the United States mail at Los Angeles, California.
Executed on February 11, 1999, at Los Angeles, California.

XXX (BY OVERNIGHT MAIL) By placing said envelope(s), with postage thereon fully prepaid, and designated for overnight delivery, in the United States mail at Los Angeles, California.
Executed on February 11, 1999, at Los Angeles, California.

XXX (FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this court at whose direction the service was made.



ERIC KURTZMAN

SERVICE LIST
In re Global Orbit Industries, Inc.
35698-037

regular mail = unmarked
certified = *
express mail = exp
certified & express = *exp

Office of the U.S. Trustee*
221 N. Figueroa St.
Suite 800
Los Angeles, CA 90012

Attorneys for Debtor*exp
David J. McCarty, Esq.
Sheppard, Mullin, Richter & Hampton
333 S. Hope St.
48th Fl.
Los Angeles, CA 90071-1448

Debtor*exp
Stephen Tabah
Counterparts Sportswear
13344 S. Main Street
Gardena, CA 90061

Debtoexp
Stephen Tabah
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Canada~~

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Michael Harris
430 Flint Road
Downsview, Ontario M3J2J4
Canada

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Jane Bryant
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TEXTI Industries*
John Dabe
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Rocky Mount, NC 27804

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fton, NJ 07014

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Concept Button
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Montreal, Quebec H4P2B5
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Twin Dragon*
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Cozen & O'Connor
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Priority Finishing*
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(2015.5 C.C.P.)

State of California)
County of Los Angeles) SS

FEB 19 - HELLER / GLOBAL ORBIT

I am a citizen of the United States and a resident of the County of Los Angeles; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the LOS ANGELES DAILY JOURNAL, a daily newspaper printed and published in the English language in the City of Los Angeles, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of County of Los Angeles, State of California, under date of June 5, 1952, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

01/27/99, 01/28/99, 01/29/99

EXECUTED ON : 01/29/99
AT LOS ANGELES, CALIFORNIA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


.....
Signature

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NOTICE OF PUBLIC
FORECLOSURE SALE
HELLER FINANCIAL, INC. -
Secured Party
GLOBAL ORBIT INDUSTRIES,
INC. AND
COUNTERPARTS

SPORTSWEAR, INC. - Debtors
On February 6, 1998 at the offices of Pachulski, Stang, Ziehl & Young, PC, 10100 Santa Monica Boulevard, Suite 1100, Los Angeles, California 90067, Heller Financial, Inc. of 500 West Monroe Street, Chicago, Illinois 60661 ("Secured Party"), as the secured party under a Factoring, Loan and Security Agreement dated February 19, 1998 (as to Global Orbit Industries, Inc. ("Global")) and Amended and Restated Factoring Loan and Security Agreement, dated April 30, 1998 (as to Counterparts Sportswear, Inc. ("Counterparts")), as same have been amended, supplemented or otherwise modified, executed by Global and Counterparts, as debtors (collectively, "Debtors"), and pursuant to Sections 9.504(1) and 9.504(3) of the Uniform Commercial Code, will offer the following personal property for sale at public auction:

All of the Debtors' personal property (excluding accounts receivable which are already owned by Heller), including without limitation, accounts receivable, inventory, patents, trademarks and trade names, general intangibles, barter credits, goods, merchandise, materials, raw materials, goods in process, finished goods, packaging and shipping materials, machinery and equipment and fixtures, monies, securities, and books and records (the "Assets").

All bidders at the sale will be requested before the bidding commences to disclose their names and addresses and agree to the terms of the sale hereinafter set forth and set forth in the rules and procedures of the sale to be distributed at the time of the sale. The Assets shall be sold "AS IS, WHERE IS" without recourse, warranty or guarantee whether express or implied. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SECURED PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES AS TO THE ASSETS, AND SECURED PARTY WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Sale shall be WITH RESERVE. Secured Party or any assignee of Secured Party reserves the right to bid all or any portion of the Debt owed to it by the Debtors for the Assets. Secured Party reserves the right to withdraw all or any portion of the Assets from the sale for any reason whatsoever. Secured Party may cancel or postpone that sale

for any reason whatsoever by announcement at the time and place of the sale. Upon acceptance of a bid, the successful high bidder for the Assets must tender to Secured Party in cash or by certified check, a deposit in the amount of not less than ten percent (10%) of the amount bid, with the balance being due and payable in cash or certified check within five (5) days of the date of the sale. If the successful bidder fails to make such a deposit or pay such a balance as provided herein, Secured Party may, but shall not be obligated to, offer the Assets to the next highest bidder, and any amounts so deposited shall be forfeited to Secured Party. The sale of the Assets shall be accompanied by a Secured Party's Bill of Sale. Secured Party reserves the right to change the terms of sale or to announce additional terms at the time and place of the sale, which additional terms may include, without limitation, a minimum bid for the Assets or minimum increments between bids. Further information, including a more complete list of the Assets, may be obtained by prospective bidders by contacting Brad R. Godshall, Esq., Pachulski, Stang, Ziehl & Young, PC, 10100 Santa Monica Boulevard, Suite 1100, Los Angeles, California 90067, (310) 277-6910.

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County of Los Angeles

TROY CHERRY of said

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on the following days, to-wit:

WEDNESDAY JANUARY 27, 1999

NOTICE OF PUBLIC FORECLOSURE SALE HELLER FINANCIAL, INC. - Secured Party GLOBAL ORBIT INDUSTRIES, INC. AND COUNTERPARTS SPORTSWEAR, INC. - Debtors

On February 6, 1999 at the hour of 10:00 a.m., at the offices of Pachulski, Stany, Ziehl & Young, P.C. 10100 Santa Monica Boulevard, Suite 1100, Los Angeles, California 90067, Heller Financial, Inc. of 500 West Monroe Street, Chicago, Illinois 60661 ("Secured Party"), as the secured party under a Factoring, Loan and Security Agreement dated February 19, 1998 (as to Restated Factoring Loan, Inc. ("Global")) and Amended and Restated Factoring Loan and Security Agreement, dated April 30, 1998 (as to Counterparts Sportswear, Inc. ("Counterparts")), as same have been amended, supplemented or otherwise modified, executed by Global and Counterparts, as debtors (collectively, "Debtors"), and pursuant to Sections 9.504(1) and 9.504(3) of the Uniform Commercial Code, will offer the following personal property for sale at public auction.

All of the Debtor's personal property (including accounts receivable which are already owned by Heller), including, without limitation, accounts receivable, inventory, patents, trademarks and trade names, general intangibles, barter credits, goods, merchandise, material, raw materials, barter process, finished goods, packaging and shipping materials, machinery and equipment and fixtures, monies, securities, and books and records (the "Assets").

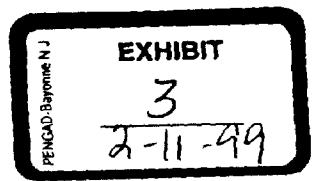
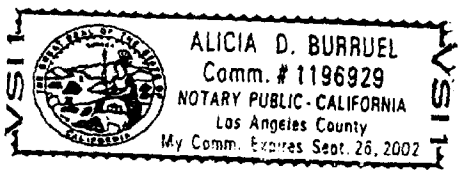
All bidders at the sale will be requested before the bidding commences to disclose their names and addresses and agree to the terms of the sale hereinafter set forth and set forth in the rules and procedures of the sale to be distributed at the time of the sale. The assets shall be sold "AS IS, WHERE IS" without recourse, warranty or guarantee whether express or implied. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SECURED PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES AS TO THE ASSETS, AND SECURED PARTY WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Sale shall be WITH RESERVE. Secured Party or any assignee of Secured Party reserves the right to bid all or any portion of the Debt owned to it by the Debtors for the Assets. Secured Party reserves the right to withdraw all or any portion of the Assets from the sale for any reason whatsoever. Secured Party may cancel or postpone the sale for any reason whatsoever by announcement at the time and place of the sale. Upon acceptance of a bid, the successful high bidder for the Assets must tender to Secured Party in cash or by certified check, a deposit in the amount of not less than ten percent (10%) of the amount bid, with the balance being due and payable in cash or certified check within five (5) days of the date of the sale. If the successful bidder fails to make such a deposit or pay such a balance as provided herein, Secured Party may, but shall not be obligated to, offer the Assets to the next highest bidder, and any amounts so deposited shall be forfeited to Secured Party. The sale of the Assets shall be accompanied by a Secured Party's Bill of Sale. Secured Party reserves the right to change the terms of a sale or to announce additional terms at the time and place of the sale, which additional terms may include, without limitation, a minimum bid for the Assets or minimum increments between bids. Further information, including a more complete list of the Assets, may be obtained by prospective bidders by contacting Brad R. Godshall, Esq., Pachulski, Stany, Ziehl & Young, P.C., 10100 Santa Monica Boulevard, Suite 1100, Los Angeles, California 90067, (310) 277-6910.

Troy Cherry

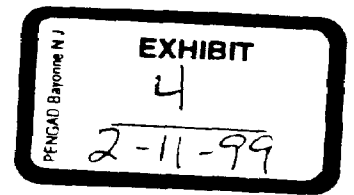
Subscribed and sworn to before

me, this FEB 02 1999 day of 19

Steven D. Burns
Notary Public in and for the County of Los Angeles, State of California



TRADEMARK
REEL: 001965 FRAME: 0279



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5 GLOBAL ORBIT INDUSTRIES, INC./
6 COUNTERPARTS SPORTSWEAR, INC.
7 FORCLOSURE SALE

8
9 Volume I

10 Pages 1 - 4

ORIGINAL

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13 TRANSCRIPT OF PROCEEDINGS
14 SATURDAY, FEBRUARY 6, 1999
15 9:30A.M.

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21
22 REPORTED BY: SYLVIA P. SHEAR
23 RPR, CSR NO. 3010
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WISHNOW.TEARNEY.KILLION, A LegaLink Company
(818) 986-5270 (323) 465-3370 (310) 837-8700 (800) 826-0277

TRADEMARK
REEL: 001965 FRAME: 0280

1 TRANSCRIPT OF PROCEEDINGS taken on behalf
2 of the Creditor Heller Financial, Inc., at 10100 Santa
3 Monica Boulevard, Suite 1100, Los Angeles, California,
4 on Saturday, February 6, 1999, at 9:30A.M., before
5 SYLVIA P. SHEAR, RPR, CSR No. 3010.

6

7 APPEARANCES:

8

9 FOR THE CREDITOR HELLER FINANCIAL, INC.:

10 PACHULSKI STANG ZIEHL & YOUNG

11 BY: ERIC KURTZMAN, ESQ.

12 10100 Santa Monica Boulevard

13 Suite 1100

14 Los Angeles, California 90067

15 (310) 277-6910

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WISHNOW.TEARNEY.KILLION, A Legalink Company
(818) 986-5270 (323) 465-3370 (310) 837-8700 (800) 826-0277

TRADEMARK
REEL: 001965 FRAME: 0281

1 LOS ANGELES, CALIFORNIA, 1999

2 SATURDAY, FEBRUARY 6, 1999

3 10:00 A.M.

4 MR. KURTZMAN Eric Kurtzman of Pachulski Stang
5 Ziehl & Young representing Heller Financial, Inc.

6 There is no one else in attendance.

7 Pursuant to the reservation of rights by
8 Heller Financial, Inc. in the notice published
9 regarding this foreclosure sale, this foreclosure sale
10 shall be continued to February 11th at 9:00 A.M. at
11 this same location, 10100 Santa Monica Boulevard,
12 Suite 1100, Los Angeles, California. I think that's
13 it.

14 (At the hour of 10:11 A.M., the
15 proceedings were adjourned.)

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1 STATE OF CALIFORNIA)

2) ss:

3 COUNTY OF LOS ANGELES)

4 I, SYLVIA P. SHEAR, CSR #3010, in and for
5 the State of California do hereby certify:

6 That said Transcript of Proceedings was
7 taken down by me in shorthand at the time and place
8 therein named, and thereafter reduced to typewriting
9 under my direction, and the same is a true, correct
10 and complete transcript of said proceedings.

11 I further certify that I am not interested
12 in the event of the action.

13 WITNESS MY HAND this 10th day of February, 1998.

14

15

16



17

Certified Shorthand Reporter

18

for the State of California

19

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made as of February 10, 1999 by and between HELLER FINANCIAL, INC., a Delaware corporation ("Heller"), and HF1, Inc., a Delaware corporation and subsidiary of Heller ("HF1").

RECITALS:

WHEREAS, Heller, Global Orbit Industries, Inc. ("Global") and Counterparts Sportswear Inc. ("Counterparts") are parties to, among other things, (i) an Amended Factoring Loan and Security Agreement, dated April 30, 1998, between Heller and Global; (ii) an Amended and Restated Factoring Loan and Security Agreement dated April 8, 1998, between Heller and Counterparts; (iii) Amendment Number One to Factoring Loan and Security Agreement, dated April 30, 1998, between Heller and Counterparts; and (iv) related documents, in each case as amended, supplemented or otherwise modified from time to time (all such documents, any of which have been subsequently amended and restated, and all other instruments, agreements, guarantees or other documents relating thereto or delivered in connection therewith are collectively referred to herein as the "Loan Documents") pursuant to which Heller has advanced monies and extended other financial accommodations to both Global and Counterparts from time to time (the "Advances");

WHEREAS, Heller has a first priority security interest in, and lien upon, substantially all of the assets of Global and Counterparts (the "Collateral") pursuant to the Loan Documents;

WHEREAS, on December 11, 1998, Global and Counterparts filed petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Central District of California; and

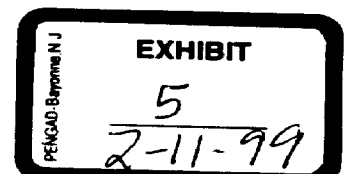
WHEREAS, Heller desires to contribute to the capital of HF1, and HF1 desires to accept Heller's rights with respect to the Advances, the Loan Documents and the Collateral;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, Heller and HF1 agree as follows:

1. CONTRIBUTION AND ACCEPTANCE

1.1 Contribution. As partial consideration for the receipt of its common stock interest in HF1, Heller hereby irrevocably transfers and assigns to HF1, as a contribution to the capital of HF1, all of Heller's rights and obligations with respect to the Advances and all related rights and obligations under and to the Loan Documents and the Collateral (the "Assigned Interest").

1.2 Acceptance. HF1 hereby irrevocably assumes and accepts the transfer



and assignment of the Assigned Interest and agrees to be bound by the terms and conditions of the Loan Documents. Heller agrees, to the extent provided herein with respect to the Assigned Interest, to relinquish its rights and be released from its obligations and duties under the Loan Documents.

2. REPRESENTATIONS AND WARRANTIES

2.1 HF1's Representations and Warranties. HF1 hereby represents and warrants to Heller as follows:

(a) This Agreement is a legal, valid, and binding agreement of HF1, enforceable according to its terms; and

(b) HF1 has full power and authority, and has taken all action necessary to execute and deliver this Agreement and to fulfill the obligations hereunder and to consummate the transactions contemplated hereby.

2.2 Heller's Representations and Warranties. Heller hereby represents and warrants to HF1 as follows:

(a) Heller is the legal and beneficial owner of the Assigned Interest free and clear of any adverse claim;

(b) This Agreement is a legal, valid and binding agreement of Heller, enforceable according to its terms; and

(c) Heller has full power and authority, and has taken all action necessary to execute and deliver this Agreement and to fulfill the obligations hereunder and to consummate the transactions contemplated hereby.

3. COLLATERAL

3.1 Notwithstanding anything to the contrary contained herein or the order of filing of any financing statements or the perfection or nonperfection of any lien on the Collateral or the date, manner or order of granting or attachment of any lien, and notwithstanding any applicable law, the parties hereto agree as follows:

(a) The ownership interest of Heller in respect of accounts receivable of Global and Counterparts factored by Heller ("Accounts") shall be prior and superior to any lien or other interests created in favor of or held by HF1 in respect of such Accounts, such priority, as between Heller and HF1, to give Heller all the rights, powers and privileges of a first priority secured creditor under the Uniform Commercial Code, other applicable law and otherwise in respect of such Accounts, with the rights, powers and privileges of HF1 in respect of such Accounts being subject and subordinate in all respects to those of Heller. Until payment in full of the Advances and other obligations owing to Heller under the Loan Documents (the "Heller Obligations"), all proceeds of such Accounts shall be applied to the Heller Obligations.

(b) The lien in favor of HF1 in respect of the Collateral other than Global and Counterparts' Accounts (the "HF1 Collateral") shall be prior and superior to any

lien or other interests created in favor of or held by HF1 in respect of the HF1 Collateral, such priority, as between Heller and HF1, to give HF1 all the rights, powers and privileges of a first priority secured creditor under the Uniform Commercial Code, other applicable law and otherwise in respect of the HF1 Collateral, with the rights, powers and privileges of Heller in respect of the HF1 Collateral being subject and subordinate in all respects to those of HF1. Until payment in full of the Advances and other obligations owing to HF1 under the Loan Documents (the "HF1 Obligations"), all proceeds of the HF1 Collateral shall be applied to the HF1 Obligations.

4. AMENDMENTS AND WAIVERS

No amendment, modification, termination, or waiver of any provision of this Agreement will be effective without the written concurrence of Heller and HF1.

5. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Agreement is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of the Agreement. In addition, in the event any provision of or obligation under this Agreement is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

6. SECTION TITLES

Section and Subsection titles in this Agreement are included for convenience of reference only, do not constitute a part of this Agreement for any other purpose, and have no substantive effect.

7. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. APPLICABLE LAW

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

9. COUNTERPARTS

This Agreement and any amendments, waivers, consents, or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

HELLER FINANCIAL, INC.

HF1, Inc.

By: *Jeanne M. Harmon*
Name: JEANNE M. HARMON
Title: SVP

By: *Kurt J. Roemer*
Name: KURT J. ROEMER
Title: TREASURER

LOGGED

1 DAVID J. MCCARTY, CAL. BAR NO. 77346
MICHAEL J. THOMPSON, CAL. BAR NO. 199451
2 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
3 333 South Hope Street, 48th Floor
Los Angeles, California 90071-1448
4 Telephone: (213) 620-1780
Facsimile: (213) 620-1398

FILED
JAN 20 1999
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

5 Attorneys for Debtors and Debtors-in-Possession

ENTERED
JAN 21 1999
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

6 UNITED STATES BANKRUPTCY COURT
7
8 CENTRAL DISTRICT OF CALIFORNIA
9
10 LOS ANGELES DIVISION

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CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

re)
GLOBAL ORBIT INDUSTRIES, INC., a)
Florida corporation,)
Debtor.)
Tax I.D. No. 13-3940019)
In re)
COUNTERPARTS SPORTSWEAR, INC., a)
Florida corporation, FKA)
SPORTSWEAR HOLDINGS)
INTERNATIONAL, INC.)
Debtor.)
Tax I.D. No. 06-1510384)

Case Nos. LA 98-60055-EC
and LA 98-60056-EC
(Jointly Administered Under
Case No. LA-98-60055-EC)
Chapter 11 cases
FINAL ORDER PURSUANT TO
SECTIONS 363(b)(1) AND (f)
AND SECTION 364 OF THE
BANKRUPTCY CODE AUTHORIZING
DEBTOR TO USE CASH
COLLATERAL AND TO ENTER INTO
POSTPETITION COLLECTION DATE
FACTORING AGREEMENT WITH
HELLER FINANCIAL, INC. ON A
SECURED, SUPER-PRIORITY
BASIS AND GRANTING RELIEF
FROM THE AUTOMATIC STAY
Date: January 14, 1999
Time: 9:30 a.m.
Place: Courtroom 1639

Upon the "Emergency Motions for Order Authorizing Use of Cash
Collateral and Authorizing Debtor to Enter Into Postpetition
Collection Date Factoring Agreement with Heller Financial, Inc.
("Heller") on a Secured, Super-Priority Basis and Granting

1014
52a
1/21/99

1 Conditional Relief from the Automatic Stay" dated December 15,
2 1998 filed in each of the above captioned cases (collectively, the
3 "Motion"); and the Court having held interim hearings on the
4 Motion on December 21, 1998 and January 6, 1999 and having entered
5 Interim Orders thereon; and notice of the final hearing on the
6 Motion on January 13, 1999 at 11:00 a.m. having been given to all
7 persons listed on the Debtors' lists of all creditors filed herein
8 and having been duly continued by the Court to January 14, 1999 at
9 9:30 a.m.; and it appearing to the Court that good and sufficient
10 cause exists to grant the relief requested in the Motion; and upon
11 the record of the hearing to consider the Motion held on
12 January 14, 1999, this Court makes the following FINDINGS OF FACT,
13 CONCLUSIONS OF LAW and ORDERS:

14 A. Global Orbit Industries, Inc. ("Global") and
15 Counterparts Sportswear, Inc. ("Counterparts", and collectively
16 with Global, the "Debtors") filed with this Court voluntary
17 petitions for relief pursuant to Title 11, United States Code (the
18 "Bankruptcy Code") on December 11, 1998 (the "Petition Date").
19 Since the Petition Date, the Debtors have continued to own their
20 properties and manage their businesses as debtors in possession
21 pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

22 B. A final hearing in respect of the Motion was held by
23 this Court on January 14, 1999. Proper, adequate and sufficient
24 notice of the final hearing and the relief requested in the Motion
25 has been given in accordance with all applicable law, including,
26 without limitation, Sections 363(b)(1), 363(f) of the Bankruptcy
27 Code, Federal Rules of Bankruptcy Procedure 2002, 4001(c), 9006
28 and Local Bankruptcy Rule 9013-1 by giving notice to all persons

1 on the Debtors' lists of creditors filed herein, the Office of the
2 United States Trustee and those parties with liens or security
3 interests in property of the Debtor which might be affected by
4 this Order (other than Associates Leasing, Inc., for which a bad
5 address was erroneously used).

6 C. This Court has jurisdiction over this matter pursuant to
7 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to
8 28 U.S.C. § 157(b)(2).

9 D. Global and Counterparts, respectively, and Heller
10 Financial, Inc. ("Heller") are parties to, inter alia, a certain
11 Amended and Restated Factoring, Loan and Security Agreement dated
12 April 8, 1998 between Heller and Global and a certain Factoring,
13 Loan and Security Agreement dated as of February 19, 1998 between
14 Heller and Counterparts, each as amended from time to time, (each
15 a "Prepetition Factoring Agreement") and agreements ancillary
16 thereto, including cross-guaranties of the obligations of each
17 Debtor owing to Heller (collectively, the "Prepetition
18 Agreements"). Copies of the key Prepetition Agreements were
19 submitted to the Court with Heller's Motion for Relief from
20 Automatic Stay. Pursuant to the Prepetition Factoring Agreements,
21 Heller agreed to and did purchase accounts receivable of the
22 Debtors and extended various credit accommodations.

23 E. To secure repayment of the respective Debtor's
24 "Obligations", as defined in the respective Prepetition Factoring
25 Agreement (the "Prepetition Obligations") to Heller, the
26 respective Debtor granted to Heller security interests in
27 substantially all of that Debtor's property. Such collateral,
28 subject to any defenses, infirmities or avoiding powers, if any,

1 is hereinafter collectively referred to as the "Prepetition
2 Collateral".

3 F. Heller advises that it has filed and recorded, in the
4 appropriate recording offices, the UCC-1 financing statements,
5 assignments and other instruments and documents necessary and
6 required to perfect its security interests, liens and mortgages in
7 the Prepetition Collateral.

8 G. The Debtors have determined that they cannot satisfy
9 their postpetition obligations and operate their businesses at
10 desired levels without obtaining significant additional financing
11 or factoring from Heller. A clear need exists for the Debtors to
12 obtain funds in order to meet their postpetition obligations.
13 Heller has informed the Debtors that it is willing to factor
14 accounts on a postpetition basis only upon the terms and
15 conditions set forth in this Order and the Debtor in Possession
16 Collection Date Factoring Agreements between the Debtors and
17 Heller (the "Postpetition Factoring Agreements") (copies of which
18 were attached to the Interim Orders entered on December 23, 1998
19 as Exhibit "B"), and other documents contemplated thereby,
20 (collectively with the Postpetition Factoring Agreements, the
21 "Postpetition Heller Documents"). Terms used but not defined
22 herein shall have the meanings assigned to such terms in the
23 Postpetition Factoring Agreements.

24 H. Debtors have been unable to obtain either unsecured or
25 secured credit or factoring on more favorable terms than that
26 offered under the Postpetition Heller Documents.

27 I. The Court finds and concludes as a matter of law that
28 Heller is a "good faith" purchaser within the meaning of

1 Bankruptcy Code Section 363(m), and, to the extent applicable,
2 364(e), that any sums paid by Heller to the Debtors pursuant to
3 this Order and the Postpetition Heller Documents shall be deemed
4 to be extended in good faith and that Heller is entitled to the
5 protections afforded by Bankruptcy Code Sections 363(m) and
6 364(e).

7 J. To secure repayment to Heller of the "Obligations" of
8 the respective Debtor, as defined in the respective Postpetition
9 Factoring Agreement, the respective Debtor intends to grant to
10 Heller liens, security interests and/or mortgages in all of the
11 respective Debtor's property of the same type as the Prepetition
12 Collateral (and with the same validity and priority and subject to
13 the same perfection infirmities, avoiding powers or defenses, if
14 any) (the "Postpetition Collateral"), including, without
15 limitation, the following:

- 16 (1) all of the respective Debtor's accounts and general
17 intangibles and the proceeds thereof, other
18 litigation recoveries (excluding litigation
19 recoveries, if any, against Heller, and excluding
20 avoidance actions) trademarks, all returned goods
and the documents relating thereto, all monies and
securities held by Heller, and all books and
records relating to the accounts (collectively, the
"Account Collateral");
- 21 (2) all of the respective Debtor's equipment and the
22 proceeds thereof, and all books and records
23 pertaining to the respective Debtor's equipment
("Equipment Collateral");
- 24 (3) all of the respective Debtor's piece goods, goods,
25 inventory, including, without limitation, all raw
26 materials, work in process and finished goods and
27 all books and records relating thereto
28 (collectively, the "Inventory Collateral"); and
- (4) the proceeds of any insurance policies covering any
of the Collateral.

1 Accordingly, it is hereby ORDERED, ADJUDGED AND DECREED
2 that:

3 1. The Motion be, and it hereby is, granted in all
4 respects, to the extent provided herein.

5 2. The Postpetition Heller Documents are hereby
6 authorized and approved in all respects. The Debtors are
7 authorized to sell to Heller accounts pursuant to the Postpetition
8 Factoring Agreement. The Debtors are authorized, empowered and
9 directed to enter into the Postpetition Heller Documents and
10 comply with its obligations thereunder (the "Postpetition
11 Obligations"). The Debtors are authorized and directed to do and
12 perform all acts, to make, execute and deliver all instruments and
13 documents, and to pay all amounts which may be required or
14 necessary for its performance under the Postpetition Heller
15 Documents, except that the Debtors will not execute reaffirmations
16 of their guaranties. The respective Debtor's Postpetition
17 Obligations are specifically extended to include (a) any payments
18 advanced or indemnifications assumed by Heller in connection with
19 any Canadian insolvency proceeding in respect of that Debtor, (b)
20 any Postpetition Date guaranties issued by Heller in favor of any
21 employees or contractors with that Debtor and (c) any Postpetition
22 Date funds advanced by Heller on behalf of that Debtor.

23 3. All accounts sold to Heller pursuant to the
24 Postpetition Factoring Agreement shall be free and clear of any
25 interest, lien or security interest of any party (including the
26 estate) in such accounts that is subordinate to the lien of
27 Heller.
28

1 4. Upon the purchase of an account by Heller pursuant
2 to the Postpetition Factoring Agreement, such account shall cease
3 to be property of the estate under Bankruptcy Code Section 541 and
4 shall no longer constitute cash collateral under Bankruptcy Code
5 Section 363.

6 5. The respective Debtor's Postpetition Obligations to
7 Heller shall be and hereby are secured by the respective Debtor's
8 "Postpetition Collateral", and the respective Debtor's Prepetition
9 Collateral. Subject to the provisions of paragraph 6 hereof, such
10 postpetition liens, mortgages and security interests shall have
11 first priority over all other liens, mortgages and security
12 interests against the respective Debtor's Postpetition Collateral
13 and the respective Debtor's Prepetition Collateral (other than any
14 duly perfected, valid and enforceable liens, mortgages and
15 security interests which are unavoidable under the Bankruptcy Code
16 and are existing as of the Petition Date which are senior to
17 Heller's liens, mortgages and security interests in the
18 Prepetition Collateral). Such postpetition liens, mortgages and
19 security interests are effective, valid, perfected and enforceable
20 as of the Petition Date without the necessity of taking any other
21 act or filing or recording any mortgages, security agreements,
22 financing statements or any other instruments or documents in any
23 jurisdiction. Heller may, at its sole discretion, choose to file
24 such mortgages, security agreements, financing statements or
25 similar instruments or documents or otherwise confirm perfection
26 of such liens, security interests and mortgages and all such
27 documents shall be deemed to have been filed or recorded as of the
28 Petition Date. The Debtors are hereby directed to cooperate with

1 Heller in the filing and recording of such instruments. The
2 automatic stay under Section 362 of the Bankruptcy Code is hereby
3 modified to permit Heller to do any of the foregoing and to permit
4 the parties to implement and consummate all acts and transactions
5 contemplated by this Order and the Postpetition Heller Documents.
6 The postpetition liens, security interests and mortgages granted
7 to Heller hereunder shall not be primed by any other liens at any
8 subsequent time or pursuant to any subsequent order in this
9 chapter 11 case or in any succeeding chapter 7 case.

10 6. a. Prior to the Petition Date, Heller advanced to
11 Debtors' proposed counsel ("Sheppard Mullin") a retainer (the
12 "Retainer") in the initial amount of \$50,000. Heller has released
13 any lien thereon, any other interest therein, or any right to
14 recoup any of such funds.

15 b. Pursuant to the Postpetition Heller Documents,
16 Debtors shall only be authorized to expend amounts advanced by
17 Heller in accordance with a budgeting process, the next succeeding
18 budget with respect to which is attached hereto as Exhibit "A"
19 (collectively with prior submitted and approved budgets, the
20 "Budgets"). Any amounts included in the Budget for the Debtors'
21 professionals (the "Professionals") shall be funded by Heller
22 directly to the respective Professional, from the first funds
23 advanced for the particular week. Each Professional shall hold
24 the same in its trust account as a reserve and shall have a lien
25 on the same to secure payment of its fees and expenses for the
26 particular budget period or any prior or subsequent periods, but
27 shall not apply the same unless and until its fees and expenses
28 have been approved by, or pursuant to a procedure approved by, the

1 Bankruptcy Court. Heller waives any lien on or other interest in,
2 or any right to recoup, any of the funds paid to or held in
3 reserve by any Professional, which shall be free and clear of
4 liens. Nothing in this paragraph 6, however, obligates Heller to
5 continue to advance under the Postpetition Heller Documents for
6 any particular period of time or at all, except in accordance with
7 the terms thereof.

8 c. Heller hereby subordinates any and all liens
9 on or other interests that it may have or hereafter acquire
10 (whether pursuant to the Postpetition Heller Documents, this Order
11 or otherwise) in or on any causes of action (and any recoveries
12 thereon) against Bank of Montreal or relating to any transfer of
13 funds, certificates of deposit or other property to or for the
14 benefit of Bank of Montreal, to Sheppard Mullin's fees and
15 expenses to the extent of the unfunded portion, if any, of the
16 first \$90,000 included for Sheppard Mullin in the Budgets, up to
17 the unfunded portion thereof, if any.

18 7. Repayment of the Debtors' Postpetition Obligations
19 solely relating to the advances, and any related interest,
20 charges, fees, expenses, etc., shall constitute an administrative
21 expense claim not to exceed \$500,000. Any additional unpaid
22 Postpetition Obligations shall constitute prepetition claims.
23 Such administrative claim, and any additional unpaid Postpetition
24 Obligations, shall be allocated between the Debtors' estates as
25 subsequently adjudicated by the Court.

26 8. Subject to the provisions of paragraph 9 below, any
27 and all liens, security interests and mortgages given to Heller
28 under the Prepetition Agreements in any property of the Debtors

1 shall continue in full force and effect in all Prepetition
2 Collateral secured thereby, including all proceeds and products
3 thereof. Subject to the provisions of paragraph 9 below, Heller
4 may apply collections of the respective Debtor's Prepetition
5 Collateral (or the proceeds thereof) against the respective
6 Debtor's Prepetition Obligations.

7 9. The Creditors Committees and the bankruptcy estates
8 reserve all rights to challenge the claims, including without
9 limitation, administrative claims, liens and extent, validity and
10 priorities of any lien or security interests asserted by Heller.

11 10. In addition, given that the security interests of
12 Heller and Tech Royalty Corp. ("Tech") in prepetition inventory
13 will necessarily be depleted by Debtors' postpetition operations,
14 Heller and Tech are hereby granted replacement security interests
15 in all of the respective Debtor's postpetition inventory with the
16 same relative priority as their existing prepetition security
17 interests, as adequate protection for the depletion of their
18 respective prepetition liens on the inventory of the respective
19 Debtor related to such Debtor's use of such collateral. In the
20 event of a liquidation, Heller may apply the proceeds of such
21 postpetition inventory of the respective Debtor against the
22 respective Debtor's Prepetition Obligations to the extent of
23 Heller's entitlement to such adequate protection in respect of
24 that Debtor, and then against the Postpetition Obligations of that
25 Debtor. To the extent such replacement security interests are
26 subsequently determined to be insufficient to provide Heller
27 and/or Tech with adequate protection for the depletion of its
28 respective prepetition security interest in a Debtor's inventory

1 related to such Debtor's use of such collateral, Heller and Tech
2 reserve their right to assert administrative claims in each
3 Debtor's estate.

4 11. If a default or Event of Default occurs under any
5 Postpetition Heller Document or if Debtor defaults in any of its
6 obligations hereunder other than the appointment of a Chapter 11
7 trustee (collectively, a "Default"), Heller shall take no action
8 to enforce any of its rights and remedies by reason thereof unless
9 and until Heller provides notice to the Debtor and its counsel (as
10 well as the counsel for the creditors' committees in both cases).
11 Any Default under a Postpetition Heller Document (but specifically
12 excluding any breach of the Debtors' obligations under this Order)
13 shall not be deemed to have occurred until Heller has provided
14 notice and a five day cure period to the Debtors and their counsel
15 and counsel for the Creditors' Committees, and the Debtors have
16 failed to cure within such five day period. The automatic stay
17 under Bankruptcy Code Section 362(a) is hereby modified, without
18 further application to the Court by Heller, to permit Heller,
19 (a) immediately to take all preparatory steps necessary or
20 desirable (in Heller's discretion) to foreclose upon the
21 Prepetition Collateral and the Postpetition Collateral, other than
22 an actual foreclosure sale, and (b) upon the earlier of
23 February 11, 1999 or a Default to exercise any and all rights it
24 may have with respect to the Prepetition Collateral and the
25 Postpetition Collateral including without limitation, to foreclose
26 upon, take possession of, or otherwise to control the Prepetition
27 Collateral and the Postpetition Collateral. Debtor shall execute
28 any agreement, transfer document or assignment reasonably

1 requested by Heller in conjunction with a foreclosure so long as
2 such agreement, document or assignment does not result in an
3 expense of either Debtor's estate, and so long as Heller agrees to
4 defend, indemnify and hold harmless the Debtors and their estates
5 from all losses, liabilities or expenses arising therefrom.
6 Counsel for each of the Creditors' Committees shall be given
7 notice by Heller of the date, time and place of any foreclosure
8 sale and of any postponement thereof.

9 12. Without limiting Paragraph 9 hereof, each of the
10 two estates waives any interest it may have in the Prepetition
11 Date accounts factored by Heller or the proceeds thereof under
12 Code Section 541.

13 13. Heller may collect the Debtors' prepetition
14 accounts purchased by Heller from the Debtors pursuant to the
15 Prepetition Factoring Agreements and apply them against the
16 Prepetition Obligations of the respective Debtor in accordance
17 with the terms of that Debtor's Prepetition Factoring Agreement
18 without need for relief from the automatic stay of Bankruptcy Code
19 Section 362.

20 14. In the event that the automatic stay is lifted,
21 terminated, annulled or modified in favor of any person or entity
22 with respect to any Prepetition Collateral or Postpetition
23 Collateral, the automatic stay shall be and hereby is lifted,
24 terminated, annulled or modified in favor of Heller with respect
25 to such Collateral, without further application to the Court by
26 Heller, to permit Heller to take possession of the affected
27 Prepetition Collateral or Postpetition Collateral.

28

1 15. The Debtors shall direct all of their customers and
2 account debtors to forward all remittances on factored accounts to
3 Heller, and immediately upon receipt thereof, the Debtors shall
4 deliver all other proceeds of factored accounts to Heller.

5 16. By 10:00 a.m. PST on January 20, 1999, Debtors
6 shall have completed an analysis of sales by style number and
7 customer for each Debtor for the period May 1, 1997 through
8 November 30, 1998 (the "Analysis Period") and shall have completed
9 a report of gross margin percentages on a monthly basis by style
10 number and customer for each Debtor for such Analysis Period.
11 Debtors shall provide Heller with this analysis immediately upon
12 request. Debtors shall also provide the same to the accountants
13 and counsel for the Creditors' Committees, subject to a
14 confidentiality agreement to protect against disclosure of the
15 information (including protection against disclosure of
16 confidential or sensitive data to committee members).

17 17. By 9:00 a.m. PST on January 25, 1999, the Debtors
18 shall provide to Heller, and to the accountants and counsel for
19 the Creditors' Committees (subject to a confidentiality agreement
20 as described in paragraph 16) schedules of monthly sales of each
21 trademark generating more than \$2 million in annualized gross
22 sales (or the top ten trademarks, if more than ten trademarks each
23 generate such amount of sales) by gross margin and customer for
24 each Debtor for the Analysis Period and a summary of certain
25 supporting documentation.

26 18. The provisions of this Order shall be binding upon
27 and enure to the benefit of Heller, the Debtors, and their
28

1 respective successors and assigns (including any trustee
2 hereinafter appointed for the estate of either Debtor).

3 19. Heller may, but shall not be obligated under any
4 circumstances, to waive or excuse compliance by the Debtors of any
5 of the Debtors' obligations under the Postpetition Heller
6 Documents without the approval of this Court and, except as
7 expressly set forth in the immediately following sentence, Heller
8 and the Debtors may amend the terms of the Postpetition Heller
9 Documents without the approval of this Court. Notwithstanding the
10 immediately preceding sentence, the factoring limit may not be
11 increased and the termination date shall not be changed without
12 the approval of this Court. However, Heller shall give notice to
13 counsel for the Creditors' Committees as soon as practicable after
14 any changes other than to advance rates or conditions to advances.

15 20. Heller may reimburse itself for any expenses
16 incurred in respect of the Postpetition Heller Documents,
17 specifically including any security expenses with respect to the
18 respective Debtor's facilities, by offsetting such amounts against
19 advances otherwise available to the respective Debtor under the
20 Postpetition Heller Documents; provided, however, that the
21 foregoing shall not impair the Debtors' entitlement to receive the
22 funding provided for in the Budget upon the terms and conditions
23 set forth in this Order. Heller shall give notice to counsel for
24 the Creditors' Committees as soon as practicable after any such
25 reimbursement.

26 21. Heller may administer the Postpetition Heller
27 Documents for the two Debtors as a single facility, subject to
28 subsequent determination by this Court of (i) the allocation

1 between the two estates of Heller's administrative or other claims
2 arising from Postpetition Obligations as described in paragraph 7,
3 and (ii) application of proceeds of collateral between the
4 Postpetition Obligations of the two estates. The funding shall be
5 used to pay the expenses of both Debtors, regardless of which
6 Debtor's accounts receivable generated the funds, and some
7 expenditures may be made on expenses incurred by one of the
8 Debtors for the two Debtors collectively. Each Debtor shall
9 maintain records of their post-petition transactions with Heller,
10 between themselves and otherwise. Some of the management and
11 accounting functions for the Debtors are performed by Tiagi-Tabah
12 International Apparel Group, Inc. ("Tiagi-Tabah"), a Canadian
13 company owned by the same four shareholders and which has filed a
14 Notice of Intent to Make a Proposal under Canadian bankruptcy law
15 but is not in a bankruptcy proceeding in the United States. The
16 two Debtors will reimburse Tiagi-Tabah for their respective shares
17 of these costs, without any mark-up, but will not reimburse for
18 the salaries, etc. of any officers, directors, shareholders or
19 relatives of insiders until compliance with Local Rule 2014-1.
20 On or before March 31, 1999, Debtors shall account as to the
21 respective post-petition debts and obligations paid and owing
22 among Heller and the two Debtors and Tiagi-Tabah, and post-
23 petition expenditures and expenses will be allocated between the
24 two Debtors. In the event that, following termination of the
25 Postpetition Heller Documents, a post-petition credit balance is
26 owing from one Debtor to the other, such credit balance shall
27 constitute an administrative claim against the obligor estate.
28

1 22. Absent a Default, Heller shall fund in accordance
2 with the Budget, and will issue payroll guaranties to Oasis
3 Outsourcing, Inc. ("Oasis") within the time parameters required by
4 the Consent Order with Oasis. Debtors are authorized to use
5 advances under the Postpetition Heller Documents and other cash
6 collateral only in accordance with the Budget (including
7 disbursements in subsequent periods for items budgeted but not
8 disbursed during prior periods) subject to a variance of no
9 greater than 5%.

10 23. In the event of any discrepancy or inconsistency
11 between the Postpetition Heller Documents and this Order, the
12 terms of this Order shall control.

13 24. This Order shall be retroactive to the Petition
14 Date and shall supersede the Interim Orders in all respects
15 (except that paragraph 25 of the Interim Orders shall remain in
16 full force and effect).

17 Dated: January __, 1999

18 ELLEN CARROLL

19 JAN 20 1999

20 The Honorable Ellen Carroll
21 United States Bankruptcy Judge

22 Submitted by:

23 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

24 By: 

25 DAVID MCCARTY
26 Proposed Attorneys for Global Orbit
27 Industries, Inc. and Counterparts
28 Sportswear, Inc.,
Debtors in Possession

1 AGREED:

2 PACHULSKI, STANG, ZIEHL & YOUNG P.C.

3
4 By: BRAD R. GODSHALL
5 Attorneys for Heller Financial, Inc.

6 WYNNE SPIEGEL ITKIN

7
8 By: ROBBIN ITKIN
9 Proposed Counsel for Creditors Committee
in Counterparts case

10 DANNING, GILL, DIAMOND & KOLLITZ LLP

11
12 By: DAVID POITRAS
13 Proposed Counsel for Creditors
14 Committee in Global Orbit case

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DAVID POITRAS
Proposed Counsel for Creditors
Committee in Global Orbit case

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AGREED:

PACHULSKI, STANG, ZIEHL & YOUNG P.C.

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Proposed Counsel for Creditors
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000019

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March 17, 1999

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Trademark Application Nos. 75424617,
75424891, 0702713, 74686659

Registration Nos. 1761455, 1971633,
1132754, 826929, 1718302, 1792705,
2028282, 1971452, 1783499, 2224353,
2182233, 2153880

Dear Commissioner:

Please find enclosed herein a form conveying trademark rights from Counterparts Sportswear, Inc. to HFI, Inc. We are also enclosing as Exhibit 1 to the form a transcript of the foreclosure sale proceeding at which HFI, Inc. became the rightful owner of the trademark interests listed in such form. Finally, we are enclosing as Exhibit 2 to the form a copy of the Bankruptcy Court order granting relief from the automatic stay for the purpose of the Foreclosure Sale, among other things.

If you have any questions, or if there are any other documents that we might provide to expedite this trademark conveyance, please feel free to contact either myself or Brad R. Godshall, Esq., at our offices. Thank you for your assistance with this matter.

Very truly yours,



Eric S. Kurtzman

ESK:ja

Enclosures

cc: Ms. Bettina Eckerle (via fax w/encls.)
cc: Ms. Michele Kovatchis (via fax w/encls.)
Brad R. Godshall, Esq. (via fax w/encls.)

TRADEMARK
REEL: 001965 FRAME: 0309

Please find attached hereto, a copy of the transcript of proceedings of the Foreclosure Sale as Exhibit 1, by which HFI, Inc. became the rightful owner of the trademarks included in this form and, attached as Exhibit 2, and a copy of the Bankruptcy Court order granting relief from the automatic stay with respect to the Foreclosure Sale.

PACHULSKI

STANG

 ZIEHL
YOUNG

June 22, 1999

LA W O F F I C E S
P R O F E S S I O N A L C O R P O R A T I O N

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DAVID M. BERTENTHAL
KENNETH H. BROWN
ANDREW W. CAINI
LINDA E. CANTOR
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VIA EXPRESS MAIL, CERTIFIED -
RETURN RECEIPT REQUESTED

Commission of Patents and Trademarks
United States Department of Commerce
U.S. Patent and Trademark Office
Box Assignments
CG-4
1213 Jefferson David Highway
Suite 320
Washington, D.C. 20231

Attention: Shirlie Simon, Examiner
Assignment Division
Office of Public Records

Re: Your Document ID No. 100998255

Trademark Application Nos. 75424617,
75424891, 0702713, 74686659

Registration Nos. 1761455, 1971633,
1132754, 826929, 1718302, 1792705,
2028282, 1971452, 1783499, 2224353,
2182233, 2153880

Dear Ms. Simon:

Pursuant to the United States Patent and Trademark Office Notice of Non-Recordation of Document (the "Notice"), dated June 7, 1999 to Brad Godshall of this office, in regard to the above-referenced Document ID No., enclosed please find the required fee of \$340.00, which was inadvertently not submitted on March 25, 1999, with the original submission for recordation of Trademark Applications Nos. 75424617, 75424891, 0702713, 74686659 and Registration Nos. 1761455, 1971633, 1132754, 826929, 1718302, 1792705, 2028282, 1971452, 1783499, 2224353, 2182233, 2153880.

TRADEMARK
REEL: 001965 FRAME: 0311

PACHULSKI

STANG

E

ZIEHL

YOUNG

Commission of Patents and Trademarks

June 22, 1999

Page 2

Also enclosed herein please find the original, signed Recordation Form Cover Sheet, conveying trademark rights from Counterparts Sportswear, Inc. to HFI, Inc., and Exhibits 1 and 2 thereto (the "Assignment Document").

I understand that pursuant to 37 CFR 3.51, the original date of filing of this Assignment Document (March 25, 1999) will be maintained as I am resubmitting the Assignment Document within thirty days of the date of the Notice (June 7, 1999). Pursuant to the Notice, the Assignment Document includes a stamp with the official date of receipt.

If you have any questions, or if there are any other documents that we might provide to expedite this trademark conveyance, please feel free to contact either myself or Brad R. Godshall, Esq., at our offices. Thank you for your assistance with this matter.

Very truly yours,



Eric S. Kurtzman

ESK:ja
Enclosures

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RECORDED: 06/23/1999

TRADEMARK
REEL: 001965 FRAME: 0312