



02-04-2002
101970059

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 1-18-02
- 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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
02 06 01

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)

- 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.)

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

01/31/2002 TDIAZI 00000280 75481432

01 FC:481
02 FC:482

40.00 OP
400.00 OP

TRADEMARK
REEL: 002436 FRAME: 0149

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" value="75/481,432"/>	<input type="text" value="75/559,215"/>	<input type="text"/>	<input type="text" value="2,128,571"/>	<input type="text" value="1,358,148"/>	<input type="text" value="2,486,494"/>
<input type="text" value="75/629,017"/>	<input type="text" value="75/559,216"/>	<input type="text"/>	<input type="text" value="2,289,980"/>	<input type="text" value="763,167"/>	<input type="text" value="2,445,513"/>
<input type="text" value="75/559,217"/>	<input type="text" value="75/559,245"/>	<input type="text"/>	<input type="text" value="2,255,536"/>	<input type="text" value="2,486,495"/>	<input type="text" value="2,474,772"/>

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.

Bryan H. Opalko

Name of Person Signing

Signature

12/18/01

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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 the Assignment.)

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,915,115	<input type="text"/>	<input type="text"/>
1,690,984	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Bench Filed
on 2/6/01

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

FORMAN ENTERPRISES, INC.,

Debtor.

FORMAN ENTERPRISES, INC.

Movant,

vs.

PNC BANK, NATIONAL ASSOCIATION;
CITIZENS BUSINESS CREDIT
COMPANY; DOLLAR BANK, F.S.B;
WINTHROP RESOURCES
CORPORATION; and THE PARTIES
LISTED ON EXHIBIT "A",

Respondents.

Case No. 00-20523

Honorable Judith K. Fitzgerald

(Chapter 11)

Motion No. 00-6619

ORDER OF COURT

Upon consideration of the Emergency Motion of Forman Enterprises, Inc. for Order Approving Commencement of "Going Out of Business" Sales and Liquidation of Inventory and Certain Fixtures for the Remainder of the Debtor's Stores pursuant to 11 U.S.C. §§ 105 and 363 (the "Motion"), and proper notice and hearing before this Court, it is hereby found as follows:

A. The Debtor's conduct of "Going Out of Business" Sales and/or sell all of its inventory for a bulk bid ("GOB Sales") at all of its remaining stores (the "GOB Stores") is in the best interests of the Debtor's estate and is necessary to prevent irreparable injury to the Debtor and its creditors.

B. The requirements of Section 363 of the Bankruptcy Code will be satisfied by the GOB Sales.

C. Any store leases that contain provisions that attempt to restrict or prohibit the Debtor from conducting store closings, GOB Sales or liquidation of inventory are impermissible restraints of the Debtor's ability to maximize the value of its assets under Section 363 of the Bankruptcy Code; however, the Debtor shall conduct the GOB Sales in accordance with the sale guidelines defined herein (the "Sales Guidelines").

D. Any federal, state and local laws or regulations which contravene the underlying policies of the Bankruptcy Code shall not prohibit or interfere with a GOB Sale or liquidation of inventory conducted in accordance with the Sale Guidelines.

E. 28 U.S.C. § 959(b) does not apply to the Debtor to the extent that the Debtor conducts the GOB Sales and liquidation of inventory in accordance with the Sale Guidelines.

F. The requirements for injunctive relief pursuant to 11 U.S.C. § 105 have been met and injunctive relief is appropriate.

[RESERVED]

G. ~~The Debtor's estate is administratively insolvent.~~

H. The Debtor is in default under this Court's Final Order Authorizing Use of Cash Collateral, Approving Terms of Post-Petition Financing, and Granting Senior Liens and Priority Administrative Expense dated April 12, 2000, as amended (the "Financing Order").

I. PNC Bank is attempting to negotiate a bulk sale of the Debtor's remaining assets, and such a bulk sale is in the best interests of the Debtor's estate and creditors.

NOW THEREFORE, it is hereby Ordered as follows:

1. ORDERED that the Motion is GRANTED; and it is further

2. ORDERED that the Debtor is authorized to immediately (a) commence GOB Sales at the GOB Stores, and/or (b) upon direction of PNC Bank sell all of its inventory for a bulk bid; and it is further

3. ORDERED that the inventory sold by means of a GOB Sale or liquidation of inventory is to be sold free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363; and it is further

4. ORDERED that the Debtor is not bound or limited by the provisions of 28 U.S.C. § 959(b) to the extent that the Debtor conducts the GOB Sales and liquidation of inventory in accordance with the Sale Guidelines set forth below; and it is further

5. ORDERED that store landlords, their agents and employees shall be enjoined and prohibited pursuant to 11 U.S.C. § 105 and 11 U.S.C. § 363 from taking any action that interferes in any manner with or impedes in any manner the conduct of the GOB Sales and inventory liquidation provided that the GOB Sales and inventory liquidation are in accord with the Sale Guidelines, including, *inter alia*, any advertising, promotion or signage relating thereto; and it is further

6. ORDERED that (i) any lessor and (ii) any federal, state, local and/or municipal agency or instrumentality is enjoined and prohibited pursuant to 11 U.S.C. §§ 105 and 363 from taking action to prevent, interfere with, or hinder any GOB Sale or liquidation of inventory conducted in accordance with the Sale Guidelines; and it is further

7. ORDERED that, if a landlord believes that the Sale Guidelines are being violated, in order to protect the landlord's interests, such landlord may file a motion with this Court that will be considered by the Court on an expedited basis; and it is further

8. ORDERED that the Debtor need not comply with any licensing requirements, statutory or regulatory waiting periods and/or time limits, requirements for the posting of bonds and provisions for accounting for such sales which would normally affect the conduct of liquidation or other similar store closing sales; and it is further

9. ORDERED that the Debtor shall be permitted to liquidate certain of the equipment and fixtures that serve as collateral for the Debtor's obligations to Dollar Bank, FSB and shall segregate the proceeds from such liquidation for the benefit of Dollar Bank, FSB, and it is further

10. ORDERED that the Debtor shall conduct the GOB Sales in accordance with the following guidelines (the "Sale Guidelines"):

a. The GOB Sales shall be conducted so that the subject store remains open during the store's normal hours of operation provided for in the lease for that store, and the existing terms of the Debtor's leases for the stores shall control (i) the operation of the stores during the GOB Sales and (ii) the conduct of the GOB Sale, except as otherwise expressly provided for in this Order.

b. ~~The~~ GOB Sales shall be conducted in accordance with the applicable state and local "Blue Laws."

c. The Debtor shall not use flashing lights or any type of amplified sound on the leased premises or any common areas to advertise the GOB Sales or solicit customers for the GOB Sales at that store. Further, the Debtor shall not distribute written materials outside the leased premises, unless permitted by the lease.

d. At the conclusion of the GOB Sale in each store, the Debtor will vacate the store in broom-clean condition, and shall leave the store in the same condition as on the commencement of the GOB Sale, ordinary wear and tear expected.

e. With respect to the advertising of the GOB Sale, the Debtor shall be permitted to promote and advertise the GOB Sale as a "Going Out of Business," "Store Closing" and "Bankruptcy Court Authorized Store Closing Sale," including without limitation, by means of electronic and print media advertising and in-store and exterior signage (*i.e.* banners, A-frame, display and hanging signs); provided that all such signage shall be professionally lettered, not neon or day-glo, and all banners and hanging signs shall be hung in a professional manner. For stores located in strip malls, exterior signage shall be limited to a banner no larger than the existing exterior signage and the language of such exterior signage shall be limited to "Store Closing Sale".

f. With respect to any store located in a mall, store front signs must be on a pedestal or hung inside the store at least one (1) foot from the window, and there may be no more than one sign for every eight (8) feet of window.

g. Conspicuous signs shall be posted at the stores to the effect that all sales are "final".

h. The Debtor shall not make any alterations to the storefront or exterior walls of any of the GOB Stores (including the removal of store signs).

i. The Debtor shall not make any alterations to interior or exterior store lighting.

j. The Debtor shall not, without further authorization of the Bankruptcy Court, conduct an auction for the sale of fixtures in the stores. The Debtor, however, reserves the right to request, upon notice to creditors, the applicable landlords, and their attorneys, authorization by the Bankruptcy Court to auction fixtures unsold at the end of the GOB Sales.

k. Except as modified by this, or any other Order of Court, all provisions of any lease with respect to the affected premises shall remain in full force and effect.

l. Removal by the Debtor of inventory or equipment will be conducted in the ordinary course of the Debtor's business.

m. The Debtor shall not remove from any store any property affixed to the real estate that an interest therein arises under real estate law. (*i.e.* "Fixtures" within the meaning of the Uniform Commercial Code).

n. The Debtor shall not conduct the GOB Sales in any common areas, including sidewalks, and shall not utilize trailers, tents or sidewalk tables and exterior merchandise displays, in conjunction with the GOB Sales.

o. The Debtor shall keep the premises and surrounding area clear and orderly consistent with the present premises.

p. The landlord of each store shall have reasonable access to the store premises at the conclusion of the GOB Sale for the purpose of dressing the store windows to minimize the appearance of a dark store and to conduct a walk-through examination of the premises.

q. Any inventory that is transferred to a store conducting a GOB Sale shall be of the same or better, but comparable, quality than the inventory presently located at that store.

r. Nothing contained herein shall be construed to create or impose upon the Debtor any additional restrictions not contained in the applicable lease agreement; and it is further

11. ORDERED that following the GOB Sales, any unsold inventory shall be abandoned to PNC Bank and any and all fixtures and equipment subject to the liens and encumbrances of Dollar Bank shall be abandoned to Dollar Bank; and it is further

12. ORDERED that items identified as subject to the Winthrop Lease may be moved to Debtor's headquarters but kept segregated from other items and shall not be sold. This provision of this Order may be modified by consent of Debtor and Winthrop with Court approval; and it is further

13. ORDERED that the Debtor is permitted to move inventory from closed GOB Stores to open GOB stores in order to maximize return to the Debtor's creditors; and it is further

14. ORDERED that the proceeds of the GOB Sales ^{shall} ~~may~~ be used for (a) the payment of current payroll; (b) the payment of go forward rent on a per diem basis commencing on February 6, 2001 and continuing until the Debtor surrenders possession of any store to such store's landlord; and (c) the payment of essential cash expenditures as agreed to by PNC Bank and the Debtor and set forth in a liquidation budget prepared by the Debtor and approved by PNC Bank, and it is further

15. ORDERED that the Debtor shall continue to deposit proceeds of all sales into their existing accounts with PNC as provided in the Financing Order; and it is further

16. ORDERED that the Debtor shall provide the Lender and the Committee with a weekly accounting of the GOB Sales and shall provide such other information as the Bank or Committee shall reasonably request, and it is further

17. ^A ORDERED that for cause shown, PNC ^{and Dollar Bank ~~and~~} ^{and Winthrop are} hereby granted relief from the

automatic stay imposed by 11 U.S.C. § 362 to exercise all of ~~its~~ ^{respective} rights and remedies under the ^{Loan Agreements, and Lease Agreements} Financing Agreements and state law, including but not limited to the right to foreclose upon and conduct a private sale of the Debtor's assets, collect receivables and/or take possession of and/or dispose of assets, and it is further

^{17^A ORDERED with respect to Winthrop's POS equipment}
^{Relief from stay takes effect upon Debtor's notification to}
18. ORDERED that the Debtor shall, at the request of PNC Bank, cooperate

with PNC Bank in the assembly, surrender or turnover of the Debtor's assets, and it is further

19. ORDERED that the Debtor's landlords shall provide access to and cooperate with the Debtor and/or PNC Bank, as the case may be, to facilitate the sale of the Debtor's inventory pursuant to this Order and/or under as provided for under applicable landlords' waivers, and it is further

20. ORDERED that PNC Bank shall have no obligation lend any additional funds to the Debtor and that expenditures under this Order constitute the use of cash collateral with the consent of PNC Bank, and it is further

21. ORDERED that GOB Sales at the Holyoke and Crossgates stores will be completed no later than February 28, 2001, and it is further

22. ORDERED that GOB Sales at other stores will be completed as soon as possible, but in no event later than March 31, 2001, and it is further

Commencing with surrenders to police effect on or after Feb 9,

Ⓢ Winthrop that the ^{any} premises of ~~each~~ facility has been surrendered. Debtor shall provide said notice at least three business days prior to the surrenders to Winthrop, Dollar, PNC and the particular landlord.

23. ORDERED that following the GOB Sales, furniture, fixtures and equipment

will only be removed through service entrances.

BY THE COURT:

Dated: 2/6/01

J. K. Fitzgerald
Honorable Judith K. Fitzgerald
United States Bankruptcy Judge

bf144243.1:000011-021988:02

24. The parties hereto, including the Lender, Debtor and Committee, and Dollar and Wittrop ^{and} ~~and~~, to the extent other parties have rights and remedies, ^{and other parties} reserve all of their respective ~~rights~~ rights hereunder.

- and -

25. Each lease shall be deemed rejected as of the earlier of
(i) an order authorizing rejection or (ii) surrender of
the premises by the Debtor.

26. Unpaid post-petition rent claims for
leased premises are preserved.

27. The provisions of Rule ~~4003(a)~~ ^{4001(a)(3)} do not
apply to the reliefs from stay herein.

28. PNC to serve Debtor, Debtor's attorney,
Committee attorney, and landlords and
service lists file proof of service within
1 week hereof.

CERTIFICATION

I hereby certify that the Order of Court transferring all rights from Forman Enterprises, Inc. to PNC Bank, National Association is a true and exact copy of the original Order of Court.

December 18, 2001
Date

Angelina F. Beyerl
Angelina F. Beyerl
Notary Public

Notarial Seal
Angelina F. Beyerl, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 24, 2004
Member, Pennsylvania Association of Notaries