

06-07-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

6-6-02

1. Name of conveying party(ies): DIDDE CORP. AND DIDDE WEB PRESS CORP.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment (checked), Merger, Security Agreement, Change of Name, Other

Execution Date: 07/17/2001

2. Name and address of receiving party(ies) Name: ALCOA PACKAGING MACHINERY, INC.

Internal Address:

Street Address: 6949 South Potomac Street

City: Centennial State: CO Zip: 80112

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State (checked), Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) SEE ATTACHED DOCUMENT

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Glenn E. Klepac

Internal Address:

Street Address: Alcoa Inc.

100 Technical Drive

City: Alcoa Center State: PA Zip: 15069-0001

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$

- Enclosed, Authorized to be charged to deposit account (checked)

8. Deposit account number:

Alcoa Inc. 01-1000

DO NOT USE THIS SPACE

9. Signature.

Glenn E. Klepac Name of Person Signing

Signature (handwritten)

June 3, 2002 Date

Total number of pages including cover sheet, attachments, and document: 35

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/10/2002 6TDM11 00000027 011000 75462387

01 FC:481 40.00 CH 02 FC:482 400.00 CH

TRADEMARK REEL: 002519 FRAME: 0338

**DIDDE CORPORATION AND DIDDE WEB PRESS CORPORATION****Trademark Acquisition List**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
75462387	2369212	BIC
75110496	2196252	DIDDE DURATECH
75110130	2196250	DIDDE COLORTECH
74034930	1647413	APOLLO
73539323	1372179	COMPU-PRESS
73437120	1291882	BIND-ALL
73437119	1324069	COMPERFECTOR
73307907	1192017	MINICOM
73307906	1192016	WEBCOM 700
73307905	1209530	DGS 860 MCM
73290787	1223136	DGS 860
73269960	1180855	D
73263779	1168082	DIDDE
73262162	1199316	DIDDE
73198480	1162467	QUAD-FLOW
72130888	0736371	TANDEMER
72114099	0722556	GATHER-ALL

**WARRANTY BILL OF SALE**

**KNOW ALL BY THESE PRESENTS**, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, DIDDE CORPORATION, a Kansas corporation and DIDDE WEB PRESS CORPORATION, a Kansas corporation (collectively "Sellers"), hereby warrant, sell, assign, transfer, and convey to ALCOA PACKAGING MACHINERY, INC. ("Buyer"), those items of personal property described in Schedule I attached hereto and hereby made a part hereof (the "Assets"). This Warranty Bill of Sale is executed and delivered pursuant to the terms of (i) that certain Asset Purchase Agreement dated June 27, 2001, as the same may have been amended (the "Agreement"), by and between Sellers and Buyer, and (ii) that certain Order of Court of the United States Bankruptcy Court of the District of Kansas, Topeka Division, at Case Nos. 00-42776-11 and 00-42777-11, dated July 2, 2001, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "A" (the "Court Order"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

Sellers hereby represent and warrant to Buyer that Sellers are the owners of the Assets, that Sellers have good and marketable title to the Assets, that the Assets are transferred free and clear of liens, claims and encumbrances of any type or nature whatsoever pursuant to the terms of the Court Order, and that Sellers have the right to sell, assign, transfer and convey the Assets to Buyer. Sellers hereby agree to defend the sale, assignment, transfer and conveyance of the Assets to Buyer hereunder against any and all persons who claim title to the Assets.

This Bill of Sale shall bind Sellers and benefit Buyer and each of their respective successors and assigns.

**IN WITNESS WHEREOF**, Sellers have duly executed and delivered this Warranty Bill of Sale effective as of the 17th day of July, 2001.

ATTEST:

Richard J. Aymer

**SELLERS:**

DIDDE CORPORATION, a Kansas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

David C. Diddle  
President

ATTEST:

Richard J. Aymer

DIDDE WEB PRESS CORPORATION,

a Kansas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

David C. Diddle  
Chairman

WREA167041.1

**EXHIBIT A**

\\REA\67041.1

**TRADEMARK**  
**REEL: 002519 FRAME: 0341**

**EXHIBIT A**

WREA167041.1

**TRADEMARK**  
**REEL: 002519 FRAME: 0342**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF KANSAS  
TOPEKA DIVISION

FILED  
TOPEKA

JUL - 2 2001

CLERK  
U.S. COURT OF BANKRUPTCY  
BY \_\_\_\_\_ Deputy

In Re: )  
)  
Didde Web Press Corporation and ) Case No.: 00-42776-11  
Didde Corporation, ) Case No.: 00-42777-11  
) (Jointly Administered)  
Debtors. )

**ORDER AUTHORIZING THE DEBTORS IN POSSESSION TO SELL  
SUBSTANTIALLY ALL OF THEIR ASSETS, FREE AND CLEAR OF LIENS,  
PURSUANT TO 11 U.S.C. §363(b) AND 363(f)**

AND NOW, this 2nd day of July, 2001, upon due consideration of the foregoing Debtors' Motion for Order (A) Granting Authority to Sell Assets Pursuant to 11 U.S.C. § 363(b); (B) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Establishing Certain Bidding Procedures; (D) Setting a Hearing Date on Sale; (E) Approving Form and Extent of Notice; and (F) Granting Other Relief ("Sale Motion"); and a hearing having been held by this Court on June 29, 2001, to consider the sale of the "Assets" (as described in the Asset Purchase Agreement, as defined below), and all parties in interest having had an opportunity to be heard, the Court having heard testimony and received evidence in support of the approval of the sale of Assets; and upon such testimony, the Sale Motion, and all prior proceedings held in the Debtors' cases, the arguments of counsel and the records of hearings on the motions previously held before this Court, in addition to the findings of fact set forth on the record at the hearing, which findings are incorporated herein by reference, the Court hereby finds:

The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334 and Local Bankruptcy Rules 6004 and 6006; venue of this proceeding in this

district being proper pursuant to 28 U.S.C. § 1409(a); the Sale Motion constitutes a "core" proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N); the statutory predicates for the relief requested herein being Sections 105, 363, 365, 1129 and 1146 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 7052, 7062, 8005, 9014; and after due deliberation and sufficient cause appearing therefore; the Court hereby finds, in addition to the findings of fact and conclusions of law set forth in the record at the hearings, which shall be incorporated herein by reference as follows:

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall later be determined to be a conclusion of law it shall be so deemed, and vice versa. Unless otherwise provided, all capitalized terms herein shall have the meanings and definitions provided in the Sale Motion (defined below).

2. The matters considered by the Court at the hearing were "core" proceedings pursuant to 28 U.S.C. § 157(b)(2) over which the Court has jurisdiction to enter a final order.

3. Notice of the hearing on the Sale Motion was given to the creditors and parties-in-interest by the Debtor in accordance with that certain Order dated June 8, 2001 (A) Granting Authority to Sell Assets Pursuant to 11 U.S.C. § 363(B); (B) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Establishing Certain Bidding Procedures; (D) Setting a Hearing Date on Sale; (E) Approving Form and Extent of Notice; and (F) Granting Other Relief ("Bid-Conditions Order"), as shown by the Certificate of Service duly filed. A reasonable opportunity to object or be heard regarding the Sale Motion has been afforded to all interested persons and entities including, without limitation, (a) all parties

who claim an interest or liens upon the Assets; and (b) all governmental taxing authorities who had or who as a result to the sale of Assets, may have, claims, contingent or otherwise against the Debtors.

4. The foregoing notice provisions were due, sufficient, adequate and appropriate under the circumstances and satisfy the requirements of all applicable laws, including, without limitation, the Bankruptcy Code, the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the District of Kansas, and the Due Process Clause of the United States Constitution.

5. At the hearing on the Sale Motion, bidders were afforded a fair and reasonable opportunity to introduce counteroffers for the Assets with the opportunity for an auction sale to be conducted under the auspices of this Court.

6. As a result of the hearing on the Sale Motion, the Debtors and Designated Estate Representative ("DER") and then this Court determined that Alcoa Packaging Machinery, Inc. ("APMI" or "Buyer") has submitted the Best Net Bid, all pursuant to that certain Asset Purchase Agreement executed by Buyer on June 27, 2001 (the "Asset Purchase Agreement"), as supplemented pertaining to the employment of Frank Roberts. The last offer of Frank Roberts, David Didde and David Thompson (the "Management Group") was Nine Million Eight Hundred Thousand Dollars (\$9,800,000.00) pursuant to that certain Asset Purchase Agreement executed by the Management Group on June 27, 2001. The Management Group's offer shall remain open in accordance with the Bid Conditions Order.

7. One or both of the Debtors is/are the owner(s) of the assets more particularly described in the foregoing Sale Motion and Asset Purchase Agreement ("Assets"), and said Assets are property of the Debtors' Estates pursuant to 11 U.S.C. § 541.



8. The Debtors have (a) full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby and the sale of the Assets has been duly and validly authorized by all necessary corporate actions of the Debtors; and (b) all the corporate power and authority necessary to consummate the transaction contemplated by the Asset Purchase Agreement, and no consents or approvals, other than expressly provided in the Asset Purchase Agreement, are required for the Debtors to consummate such transactions.

9. The Asset Purchase Agreement and the sale of the Assets were negotiated at arms length and the purchase price is fair and of reasonably equivalent value for such Assets.

10. The sale of the Assets is one in good faith in accordance with In re Abbott's Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir. 1986). APMI is a good faith purchaser pursuant to 11 U.S.C. § 363(m), and entitled to the full extent of protections provided thereunder.

11. Cause exists for the sale of the Assets without confirmation of a Chapter 11 Plan, and its attendant procedures because the delay inherent in the Plan confirmation process would cause the Debtors substantial expenses for the continued preservation and protection of Estate assets, which expenses are not provided for under the Debtors' Debtor-in-Possession Financing arrangement ("Post-Petition Financing") with CIT Group/Business Credit, Inc. ("CIT"). The Debtors have satisfied the standards of In re Lionel Corp., 722 F.2d 1063 (2nd Cir. 1983).

Accordingly, it is hereby

ORDERED, ADJUDGED and DECREED that the sale of the assets of Didde Web Press Corporation and Didde Corporation (collectively "Debtors") as more particularly described and set forth in the Asset Purchase Agreement and Exhibits and/or schedules thereto, or otherwise referenced therein, is hereby authorized and confirmed in its entirety, to APMI or its assign or designee ("Buyer") for a purchase price of Ten Million Three Hundred Thousand Dollars

(\$10,300,000.00), comprised of a bid of Nine Million Nine Hundred Thousand Dollars (\$9,900,000) plus the Bid Differential of Four Hundred Thousand Dollars (\$400,000), cash to be paid at closing (as defined in the Asset Purchase Agreement), the transfer of which shall be free and clear of any and all mortgages, judgments, liens, claims, interest and encumbrances, subject to the terms and conditions of the Asset Purchase Agreement and this Order. The Asset Purchase Agreement (including any subsequent nonmaterial amendments thereto, notice of which shall have been given to CIT and the Official Committee of Unsecured Creditors) and the transactions contemplated thereby be, and hereby are, approved in all respects. It is further

ORDERED, ADJUDGED and DECREED that except for those liabilities specifically assumed by Buyer pursuant to the Asset Purchase Agreement, the Buyer is not assuming and shall not be bound by or liable for any claims, obligation, suits, claims of setoff against or liabilities of the Debtors (or any entities which may be liable with the Debtors) of any kind or nature, whether absolute, accrued, contingent or otherwise and whether due or to become due and whether or not asserted, and whether known or unknown including, without limitation (i) any liabilities or obligations with respect to taxes (or any penalties of any nature), (ii) any claim (as defined under Section 101(5) of the Bankruptcy Code) and any other potential liability, whether known or unknown arising out of or relating to the operations of the Debtors or their predecessors or affiliates (hereinafter "Claim"), (iii) any Claim by parties to any executory contract or unexpired lease with the Debtor(s), unless specifically assumed by Buyer under the Asset Purchase Agreement or Order of this Court, (iv) any Claim by a governmental entity or private party arising under the Environmental Laws (as defined herein), (v) any obligations of the Debtor(s) under any pension or employee benefit plans, including such employee related matters as vacation and severance pay, (vi) any employment or termination of employment of any

person, including any liability under any federal, state or local law, including, but not limited to, the National Labor Relations Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act (other than as set forth in the Asset Purchase Agreement), and the Fair Labor Standards Act, (vii) any administrative claims of the Debtor(s), including, without limitation, compensation of professionals allowed pursuant to Sections 326 through 331 of the Bankruptcy Code and any commission claim of James J. Coddington, and (viii) any debtor-in-possession financing loan(s) to the Debtor(s). "Environmental Laws" shall mean all local, state or federal environmental laws, regulations, injunctions order, permits, approvals and requirements of common law related to the protection of the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Recovery Act, and their State analogs. It is further

ORDERED, ADJUDGED and DECREED that Buyer is not and shall not be deemed to be a successor to the Debtor(s) or its/their affiliates, and the transaction approved herein is neither a consolidation nor merger. It is further

ORDERED, ADJUDGED and DECREED that pursuant to and consistent with the terms of the Asset Purchase Agreement and this Order, the transfer of the Assets will be exempt from any and all taxes under any law imposing a stamp tax or similar tax pursuant to Section 1146(c) of the Bankruptcy Code, as the sale of Assets hereunder is in contemplation of a Chapter 11 Plan. It is further

ORDERED, ADJUDGED and DECREED that the Buyer and Debtors shall not be bound by, liable under, or required to comply with any and all state laws, statutes or regulations to which the sale of the Assets may be subject regarding unemployment contributions, sales and use taxes and/or any other similar or related taxes. It is further

ORDERED, ADJUDGED and DECREED that in connection with the sale of the Assets, the Debtors are hereby authorized, empowered and directed to execute and deliver the Asset Purchase Agreement together with certain documents and other items to the Buyer necessary or appropriate to consummate the sale transaction as fully set forth in the Asset Purchase Agreement (collectively the Asset Purchase Agreement and related documents are hereinafter referred to as the "Documents"). It is further

ORDERED, ADJUDGED and DECREED that the Debtors are authorized and directed to execute and deliver such Documents at the Closing, and to execute and deliver such other documents, and to take such other action, as may be reasonably necessary or appropriate to implement the sale of the Assets and to consummate the obligations under the Asset Purchase Agreement. It is further

ORDERED, ADJUDGED and DECREED that the commencement or continuation of any action, the employment of process, or any act to collect, recover, or offset any debt in respect of the Assets (either directly or indirectly) from the Buyer and the Buyer's affiliates, officers, parents, subsidiaries, directors, shareholders, agents, employees and professionals, existing as of the date of the closing is hereby permanently enjoined, stayed and restrained. It is further

ORDERED, ADJUDGED and DECREED that at the Closing the Debtors shall surrender possession of the Assets, in substantially the same form and condition as the Assets currently exist, subject to the Documents to the Buyer and shall surrender and/or deliver to the Buyer all documents, instruments, files, records and personal property in its possession respecting or relating to the ownership, use or operation of the Assets. It is further

ORDERED, ADJUDGED and DECREED that the sale of the Debtors' Assets shall be free and clear of security interest, liens, judgements, claims, interests, and encumbrances,

whether prior to or subsequent to the filing of the Chapter 11 petitions initiating these cases, and whether imposed by agreement, understanding, law, equity or otherwise, which are divested hereby, including, without limitation, the following:

- (a) CIT Group/Business Credit, Inc.;
- (b) Webex, Inc.;
- (c) Lyon County;
- (d) City of Emporia;

It is further

ORDERED, ADJUDGED and DECREED that any and all security interests, judgments, liens, claims, encumbrances and interests divested hereby shall attach to the proceeds of the sale according to their validity, priority and amount. It is further

~~ORDERED, ADJUDGED and DECREED that CIT agrees that the maximum amount~~ that shall be paid by APMI directly to CIT from the proceeds of this sale at the time of closing is Six Million Nine Hundred Thousand Dollars (\$6,900,000) (the "CIT Cap Amount"). It is further

ORDERED, ADJUDGED and DECREED that the first payment of the Purchase Price of the Assets (irrespective of any adjustments to the Purchase Price under the Asset Purchase Agreement) by wire transfer from APMI, in an amount sufficient to pay in full all obligations of the Debtors to CIT under all Post-Petition Financing approved by this Court, which includes all principal, interest, costs, fees, and expenses, which are obligations to be paid under the DIP Financing Agreement as amended (collectively, the "CIT Obligations"), up to the amount of the CIT Cap Amount, shall be paid directly to CIT for the benefit of the Debtors (in accordance with its written wire transfer instructions to be provided to Debtors prior to Closing), in-part, in consideration for CIT's agreement to provide continuing and additional financing to the Debtors

under the DIP Financing Agreement, as amended, and shall be deemed paid to Debtors and simultaneously transferred by Debtors to CIT, for application against the CIT Obligations. It is further

ORDERED, ADJUDGED and DECREED, that CIT specifically reserves all rights under the DIP Financing Agreement and the Final Order Approving the DIP Financing Agreement until final and indefeasible payment in full in cash of all CIT Obligations, and in the event the CIT Cap Amount is insufficient to fully pay the CIT Obligations, CIT specifically reserves the right to seek payment from the estate of all remaining CIT Obligations and further reserves all rights, interests, and priorities under the DIP Financing Agreement and the Final Order Approving the DIP Financing Agreement, including without limitation, in all proceeds from the sale of Assets paid into the estate and all other assets owned by the estate and pledged to CIT that are not Assets subject to this sale. It is further

ORDERED, ADJUDGED and DECREED that Debtors requested, and CIT has agreed to provide, subject to Court approval, and in a form reasonably satisfactory to Debtors and APMI, an amendment to the DIP Financing Agreement that extends the Expiration Date under the DIP Financing Agreement to July 17, 2001, and further grants the Debtors authorization to borrow additional amounts not currently provided for in the DIP Financing Agreement in order to fund the necessary operations of the Debtors until the Closing subject to the limitations set forth in the Amendment to be approved by the Court, and further, that all rights, remedies, conditions, terms and obligations of every nature set forth in the DIP Financing Agreement, the Final Order approving the DIP Financing Agreement and any amendments or extensions thereof, including all rights, remedies, conditions, terms and obligations that by their terms survive the termination

of the DIP Financing Agreement shall continue in full force and effect without modification by this Order. It is further

ORDERED, ADJUDGED and DECREED that Debtors shall be and hereby are authorized and directed to coordinate all aspects of the Closing of the sale transaction with CIT, including but not limited to payment of the CIT Obligations as provided above, and otherwise perform such acts and execute such documents as are reasonably necessary to confirm CIT's consent to the sale authorized herein (which CIT is providing pursuant to this Order and the Collateral Disposition Agreement described below) in accordance with the Post-Petition Financing, as amended, including but not limited to execution and delivery of a Collateral Disposition Agreement mutually agreed by Debtors and CIT to be filed and served on the Master Service list by Debtors promptly after execution. It is further

ORDERED, ADJUDGED and DECREED that in the event CIT determines in its reasonable discretion that the Debtors' request for advances from CIT under the DIP Financing Agreement as amended will cause the outstanding CIT Obligations, including principal, accrued interest and reserves for fees, expenses, costs and charges, to exceed the net proceeds from the sale that CIT anticipates to be applied to the CIT Obligations, CIT may exercise its right to refuse to make such advances. It is further

ORDERED, ADJUDGED and DECREED that in the event Debtors request an advance from CIT under the DIP Financing Agreement as amended that would result in the CIT Obligations exceeding the CIT Cap Amount, CIT will not make any such voluntary advance without first receiving APMI's prior written consent to increase the CIT Cap Amount (which written consent shall be deemed to increase the CIT Cap Amount), provided, however, that even with such consent, any such advance shall be in CIT's sole discretion, and CIT will be under no

obligation to make any such voluntary advance which exceeds the restrictions and conditions of the DIP Financing Agreement as amended, provided, further, that the foregoing shall not apply to involuntary advances, including any accrued interest, fees, cost and expenses which are charged to Debtor's loan account in accordance with the terms of the DIP Agreement, and provided further that the foregoing shall not be deemed to restrict CIT's right to make advances solely to protect and preserve the DIP Collateral and Assets, and provided further that such involuntary advances and advances to protect and preserve the DIP Collateral shall not be deemed to increase the CIT Cap Amount without the prior written consent of APMI. It is further

ORDERED, ADJUDGED and DECREED that the DIP Financing Agreement will be amended such that any challenge asserted by Debtors, APMI or any other party in interest that seeks to impair the repayment in full of the CIT Obligations from the net proceeds of the sale of the assets to APMI shall constitute an Event of Default under the DIP Financing Agreement, entitling CIT, among other things, to terminate any additional advances under the DIP Financing Agreement. It is further

ORDERED, ADJUDGED and DECREED that the Debtors are hereby authorized, empowered and directed to issue, execute, deliver, file, or record any document, including, without limitation, those documents necessary or appropriate to implement the sale of the Assets to the Buyer, including the Documents, and any agreement, whether or not specifically referred to in the Sale Motion or any Exhibit or Schedule thereto, and to take action necessary or appropriate to implement, effectuate, and consummate the sale in accordance with its terms, provided that the economic substance of the sale is not altered, all without further application to or order of this Court. It is further



ORDERED, ADJUDGED and DECREED that each federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the sale of the Assets to the Buyer. It is further

ORDERED, ADJUDGED and DECREED that effective immediately upon Closing, all Documents required to effectuate the sale of the Assets to the Buyer shall be effective and enforceable in accordance with their terms. It is further

ORDERED, ADJUDGED and DECREED that this Court shall retain jurisdiction over, and may grant relief including but not limited to injunctive relief and/or adjudicate any disputes that may arise in connection with or out of the sale of the Assets to the Buyer and enter orders relating thereto including, without limitation, adjustments for inventory as provided under the Asset Purchase Agreement, the assertion by any party of a lien against or interest in the Assets, or the assertion of a Claim (as defined herein), including, without limitation, products liability claims. The Court further shall retain jurisdiction as necessary to approve any further documents that may be necessary to effectuate the purposes of such sale. It is further

ORDERED, ADJUDGED and DECREED that the provisions of this Order shall bind the Debtors, and is binding upon and governs the acts of all other persons including, without limitation, all filing agents or officers, title agents or companies, recorders, registrars, administrative agencies, governmental units and departments, agencies or officials thereof, secretaries of state, and all other persons who may be required by law, the duties of their office, or contract to accept, file, register, record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets. It is further

ORDERED, ADJUDGED and DECREED that the Assets be bargained, transferred and conveyed to the Buyer upon execution and delivery of the Documents at the Closing. It is further

ORDERED, ADJUDGED and DECREED that the Sale to the Buyer shall be consummated by the Debtors and the Buyer as provided under the Asset Purchase Agreement without necessity of further Order of Court, consistent with the terms and provisions of this Order, unless otherwise set forth in the Asset Purchase Agreement or as mutually agreed by the parties. It is further

ORDERED, ADJUDGED and DECREED that pursuant to the Bankruptcy Rule 8005 and Rule 7062, made applicable by Bankruptcy Rule 9014, the provisions of this Order relating to Section 363 of the Bankruptcy Code, including Section 363(m), shall be effective immediately and shall not be stayed during the period after its entry. The provisions of the Bankruptcy Rules 6004(g) and 6006(d) are waived for cause shown. It is further

ORDERED, ADJUDGED and DECREED that the Buyer shall acquire the Assets from the Debtors or Trustee, free and clear of all liens, claims, judgements, security interests, encumbrances, and interests of any kind or nature (including, without limitation, any liens, claims, encumbrances or interest, whether presently known or unknown, in any way relating to or arising from the operations of Didde Corporation or Didde Webb Press Corporation prior to the Closing, in accordance with, and as contemplated by, *inter alia*, Sections 105(a), 363 and 1107 of the Bankruptcy Code subject to the terms and conditions set forth herein. It is further

ORDERED, ADJUDGED and DECREED that the Buyer is a purchaser of the Property "in good faith" within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protection of Section 363(m) of the Bankruptcy Code should this Order be reversed or modified on appeal. It is further

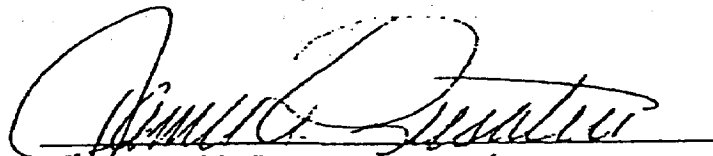
ORDERED, ADJUDGED and DECREED that the terms and conditions of the Documents, together with the terms and provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of the Debtors, their creditors, Estates and shareholders, the Buyer, and their respective successors and assigns, notwithstanding any subsequent appointment of any trustee for the Debtor under any Chapter of Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., as to which trustee such terms and provision likewise shall be binding in all respects. It is further

ORDERED, ADJUDGED and DECREED that nothing contained in any plan(s) of reorganization confirmed in these case(s) shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order without the prior written consent of the Buyer. It is further


ORDERED, ADJUDGED and DECREED that to the extent of any inconsistency between this Order and the Assct Purchase Agreement, the Asset Purchase Agreement shall control. It is further

ORDERED, ADJUDGED and DECREED that any and all objections, if any, to the Sale, be, and the same are, hereby overruled for reasons set forth in this Order.

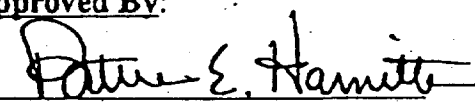
SO ORDERED THIS 2<sup>nd</sup> day of July, 2001.

  
The Honorable James A. Pusateri  
United States Bankruptcy Judge

Submitted By:


  
Gerald W. Brenneeman (KS # 13553)  
Diane C. Browning (D.K.S. # 70681)  
Rolsinelli, Shalton & Welte, P.C.  
700 W. 47<sup>th</sup> Street, Suite 1000  
Kansas City, MO 64112-1808  
(816) 753-1000  
(816) 753-1536  
COUNSEL FOR DEBTORS

Approved By:

  
Patricia E. Hamilton (KS # 13263)  
Morrison & Hecker L.L.P.  
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Overland Park, Kansas 66210-2008  
(913) 344-8087  
(913) 451-6352 (FAX)  
COUNSEL FOR THE CIT GROUP/BUSINESS CREDIT, INC.

see attached signature


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COUNSEL FOR ALCOA PACKAGING MACHINERY, INC.

  
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515 S. Kansas Ave.  
Topeka, KS 66603  
(785) 233-0593  
COUNSEL FOR THE UNSECURED CREDITORS' COMMITTEE

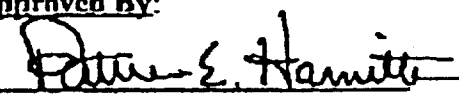
Order Authorizing the Debtors in Possession to Sell Substantially All of Their Assets Pursuant to 11 U.S.C. §363(b) and §363(f)

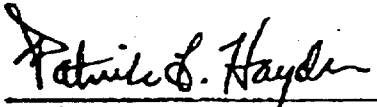
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## SCHEDULE 1

### **ASSETS**

**Personal Property.** The machinery, equipment, parts, spare parts, computers, computer equipment, operating manuals, training aids, office furniture and fixtures, tools, supplies and other tangible personal property (other than the tangible personal property and fixtures described in other clauses of Section 2.1 of the Agreement) owned, used or held for use in or relating to the Business or otherwise required to continue the Business as conducted on the Closing Date, including without limitation the assets set forth in Schedule 2.1(b) of the Agreement, attached hereto (collectively, the "Personal Property");

**Inventory.** The raw materials, work-in-progress and finished goods as of July 17, 2001, which are related to and produced by and/or for the Press Systems, including without limitation the inventory set forth in Schedule 2.1(c) of the Agreement (the "Inventory"), subject to adjustment in accordance with Section 3.2 of the Agreement;

**Intellectual Property.** The Filed Press System Intellectual Property, the Non-Filed Press System Intellectual Property, and licenses to Filed Press System Intellectual Property and Non-Filed Press System Intellectual Property as listed in Schedule 2.1(d) of the Agreement, attached hereto, relating to the Press Systems and used in the Business (such Filed Press System Intellectual Property, Non-Filed Press System Intellectual Property and licenses thereto, collectively, the "Press System Intellectual Property");

**Contracts.** All of Seller's rights under the contracts and executory contracts set forth in Schedule 2.1(e) of the Agreement, attached hereto, which are assumed and assigned in accordance with Section 365 of the Bankruptcy Code by order of the Court (the "Contracts");

**Records.** All documents related to the Press System Intellectual Property, production records, engineering records, purchasing and sales records, accounting records, customer and vendor lists and other records and files (including, without limitation, any such records maintained in connection with any computer system) related to the Business;

**Orders and Literature.** All purchase order forms, forms, labels, stationery, shipping materials, catalogues, brochures, art work, photographs and advertising materials which relate to the Business;

**Prepaid Assets.** All prepaid insurance, expenses, rent and utility deposits and deferred charges owned, used or held for use in connection with, or relating to the Business, Press Systems or Assets as listed on Schedule 2.1(h)(i) of the Agreement, attached hereto, and the vendor deposits listed on Schedule 2.1(h)(ii) of the Agreement, attached hereto, but only to the extent said vendor deposits relate to Contracts assumed by Buyer, with all remaining vendor deposits listed on Schedule 2.1(h)(ii) to be retained by Seller; and

**Accounts Receivable.** All accounts receivable of Seller as of July 17, 2001 and any and all related guarantees, letters of credit and the like to the extent assignable by Seller at no cost to Seller (the "Accounts Receivable").

\\REA\67041.1

**Additional PCMC Payments.** The additional payments ("Additional Payments") due Seller under Section 3.3 of that certain Asset Purchase Agreement among Seller and Paper Converting Machine Company dated as of February 19, 2001 (the "PCMC Agreement") subject to any commission due from Seller to James Coddington with respect to such Additional Payments, which commission obligation Buyer agrees to assume and pay out of said Additional Payments.

**Names.** The Names Didde, Didde Corporation, Didde Web Press Corporation, Didde GMBH (if owned by Seller), Didde de Mexico (if owned by Seller), the domain names didde.com and diddewebpress.com and all other names or domain names used by Seller that are assignable by Seller. Subject to approval of the Court, Seller will change their corporate names as soon as reasonably possible after Closing to a name not confusingly similar to Didde Corporation or Didde Web Press Corporation. Seller will use reasonable efforts to attempt to change the style of the bankruptcy cases of Sellers.

**Insurance.** All proceeds of insurance payable in the event any asset which would have been an Asset has been damaged or destroyed by fire or other cause prior to the Closing Date or prior to the delivery of any such asset hereunder to Buyer, all proceeds of insurance with respect thereto, together with an amount contributed by Seller equal to all applicable deductibles, will be Assets.

**Software Licenses.** All assignable software licenses, with any costs of such assignment to be at Buyer's expense. Seller will use reasonable efforts to assign any such assignable software licenses.

**Warranty Claim.** All claims or warranty claims related to the Personal Property and the Inventory.

**Ad Astra Fund.** The Ad Astra Fund II limited partnership interest to the extent assignable by Seller at no cost to Seller.

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**Schedule 2.1(b)**

**All personal property other than Excluded Assets, including but not limited to the list of Personal Property at Schedule 2.1(b) to the Asset Purchase Agreement between Didde Corporation, Didde Web Press Corporation and QAM, Inc. dated as of June 7, 2001.**



## Intellectual Property

Didde CorporationUnited States Trademark Properties

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DIDDE AND DESIGN (Stylized D)	1,168,082	September 9, 1981
DIDDE	1,119,316	June 29, 1982

Foreign Trademark Properties

<u>Country</u>	<u>Mark</u>	<u>Serial Number or Registration Number</u>	<u>Filing Date or Registration Date</u>
Canada	OPTIMIZER	826,415	July 11, 1997
Canada	DIDDE	TMA291,281	May 25, 1984
France	COMPU-PRESS	1 320 619	December 27, 1985
France	D AND DESIGN (Stylized D)	1.252.539	November 28, 1983
France	DGS 860	1.252.538	November 28, 1983
France	DIDDE AND DESIGN (Stylized D)	1.252.535	November 28, 1983
France	DIDDE	1.252.536	November 28, 1983
Germany	CONSERVER PRESS	989 058	October 13, 1978
Germany	CONSERVER KLECT	989 059	October 13, 1978
Mexico	APOLLO	291,128	Unknown (renewal due May 13, 2003)
Switzerland	APOLLO	366 648-9	January 27, 1988

United States Patents

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Printing press using shiftable inking means	4,787,313	November 29, 1988
Apparatus for changeover cylinders in web fed printing press	5,060,569	October 29, 1991

Copyrights

Maintenance Manuals, Instruction manuals, Operators manuals, Advertising literature and brochures related to the Press Systems.

Software transferable by Seller at no cost, used in conjunction with the operation of the Press Systems.

Trade Secrets

Engineering drawings, data, and know-how pertaining to the Press Systems.

Didde Web Press Corporation

United States Trademark Properties

<u>Mark</u>	<u>Serial Number or Registration Number</u>	<u>Filing Date or Registration Date</u>
COMPERFECTOR	1,324,069	March 12, 1985
Stylized D	1,180,855	December 8, 1981
APOLLO	1,647,413	June 11, 1991
ASHTON	1,840,312	June 21, 1994
BIC	75/462,387	April 6, 1998
BIND-ALL	1,291,882	August 28, 1984
COMPU-PRESS	1,372,179	November 26, 1985
DGS 860 MCM	1,209,530	September 21, 1982

DGS 860	1,223,136	January 11, 1983
DIDDE COLORTECH	2,196,250	October 13, 1998
DIDDE DURATECH	2,196,252	October 13, 1998
DIDDE VIP VIPER	75/483,172	May 4, 1999
GATHER-ALL	722,556	October 10, 1961
MINICOM	1,192,017	March 16, 1982
QUAD-FLOW	1,162,467	July 28, 1981
SPEED-BIND SYSTEM	75/509,767	June 29, 1998
TANDEMER	736,371	August 21, 1962
WEBCOM 700	1,192,016	March 16, 1982

Foreign Trademark Properties

<u>Country</u>	<u>Mark</u>	<u>Serial Number or Registration Number</u>	<u>Filing Date or Registration Date</u>
Canada	BIND-ALL	TMA301,935	April 19, 1985
Canada	COLORFORM	TMA329,447	July 3, 1987
Canada	COMPERFECTOR	TMA308,896	December 6, 1986
Canada	COMPU-PRESS	TMA321,236	November 28, 1986
Canada	WEBCOM	TMA245,257	May 27, 1977
France	APOLLO	1,483,698	June 19, 1998
France	CONSERVER PRESS	1.483.697	June 19, 1998
France	CONSERVER KLECT	1.483.696	June 19, 1998

France	GATHERALL	1,472,102	June 17, 1998
France	SPEED KLECT	1,472,105	Unknown (renewal date June 17, 2008)
France	TANDEMER	1,472,104	June 16, 1998
Germany	APOLLO	875,383	November 11, 1968
Germany	D AND DESIGN (Stylized D)	1061924	April 5, 1984
Germany	DIDDE	1-061 305	March 21, 1984
Switzerland	DG AND DESIGN (logo design)	374 789	July 23, 1969

United States Patents - Pending Applications

<u>Title</u>	<u>Application Number</u>	<u>File Date</u>
Sheeter having non-top surface contact feeding and shingling mechanism	08/801,131	February 14, 1997
Open and lay flat book and method of binding	09/122,917	July 27, 1998

Copyrights

Maintenance Manuals, Instruction manuals, Operators manuals, Advertising literature and brochures related to the Press Systems.

Software transferable by Seller at no cost, used in conjunction with the operation of the Press Systems.

Trade Secrets

Engineering drawings, data, and know-how pertaining to the Press Systems.

Schedule 2.1 (e)

Contracts

Pre-Petition Executory Contracts\*

- See attached list
- Contract with Trend Offset Printing Services, Inc. dated September 25, 2000, assumed pursuant to Bankruptcy Court Order dated March 29, 2001.
- Contracts with Megtec Systems, purchase order numbers 87769 and 87841, assumed pursuant to Bankruptcy Court Order dated March 29, 2001.

\*Subject to Bankruptcy Court approval of assignment.

Post-Petition Contracts\*\*

Customer Contracts

- Tam Communications, Contract No. 15498, dated February 6, 2001
- Thom Hill Printing, Inc., Proposal No. TWS-1017-Rev1, dated February 6, 2001
- Documation, Proposal No. SLK-1020, dated April 10, 2001
- Service Connection, contract No. 15501, dated April 30, 2001

Vendor Contracts

- Contract on On-Line Energy, Inc., Purchase Order No. 88916 dated May 18, 2001
- Contract with Web Tech, Inc., Purchase Order No. 79827 dated May 4, 2001

Other Contracts

- Contract and leases with Sunset Warehouse and Storage, LLC and Better Life Technology, its affiliate (See Schedule 2 (a)(iii))
- Three year stay-on bonus agreement for employee Paul Gilk pursuant to Bankruptcy Court Order dated March 7, 2001

\*\* To the extent assignable under the terms of the contract

Didde Corporation	Case No. 00-42776-11
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**Schedule G - Executory Contracts and Unexpired Leases TO ASSUME - Didde Corporation**

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State Whether Lease is For Nonresidential Real Property. State Contract Number of Any Government Contract.
Action Printing 3400 Charleston Road Norman, OK 73069	VIP Contract Number: 15432
Data Recognition Corporation 5900 Baker Road Eden Prairie, MN 55345	Colortech Contract Number: 15435
Decision One Corporation 10435 Lackman Rd. Lenexa, KS 66215	Maintenance Agreement on Computer Hardware Contract Number: 04/01/00 Ongoing
Ed Garvey and Company 5990 West Touhy Niles, IL 60714	Colortech Contract Number: 14740
Ed Garvey and Company 5990 West Touhy Niles, IL 60714	Used Module Contract Number: 14785
EPX Group 2301 Congress Street Portland, ME 04104	ML2000 Contract Number: 15281
EPX Group 2301 Congress Street Portland, ME 04104	Replacement Colortech Contract Number: 032800
Graphic Arts Show Company 1899 Preston White Drive Reston, VA 20191	Booth Space Contract Number: 3723
Graphics International 2318 Crown Centre Drive Charlotte, NC 28227	Short Conveyor Turnbar Contract Number: 00303
In Press Marketing Corp Brooklyn Navy Yard Brooklyn, NY 11205	Colortech Contract Number 15477
Lewellyn and Best 101 Knell Street Montgomery, IL 60538	Storage of Booth Contract Number:

Scheffer, Inc. 1565 E. 91 <sup>st</sup> Ave. Bayshore, NY 11706	Dealership Agreement dated August 30, 2000
Trend Offset Printing Services 3821 Catalina Street Los Alamitos, CA 90720	Excalibur Contract Number: 15386
XESystems, Inc. 824 Arguello Blvd. Pacifico, CA 94044	Maintenance agreement on Xerox Plotter in Engineering Contract Number: 02/01/2000 - 01/31/2001

Schedule 2.1 (h)(i)

Prepaid Assets

Didde Web Press Corporation

Prepaid sales commissions on products sold,  
pending receipt of payment from customer \$ 203,921.00

Rent and Utility Deposits \$ 167,879.81

Blue Cross/Blue Shield - self-insured health plan \$ 77,458.20

Didde Corporation

None



Schedule 2.1 (h)(ii)

Vendor Deposits

On-Line Energy	\$ 59,564.00
Parametric Tech	\$ 23,375.62
Scheffer	\$177,202.50
Web Tech	\$ 43,845.46
Total	\$303,987.58