

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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.

1. Name of conveying party(ies):

Nations Credit Commercial Corp.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: 3/13/01

2. Name and address of receiving party(ies)

Name: Rutt Custom Cabinetry, LLC

Internal

Address: \_\_\_\_\_

Street Address: 1564 Main Street

City: Goodville State: PA Zip: 17628

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other PA Limited Liability Company

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) 1,197,938

1,203,583

Additional number(s) attached  Yes  No

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

Name: Sarah Anne Keefe, Esq.

Internal Address: \_\_\_\_\_

Womble Carlyle Sandridge & Rice, PLLC

Suite 3500

Street Address: One Atlantic Center

1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0517

DO NOT USE THIS SPACE

9. Signature.

Sarah Anne Keefe

Name of Person Signing

*Sarah Anne Keefe*  
Signature

7/8/03

Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$65.00 500517 1197938

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:  
  
CLASSIC KITCHENS, LLC, et al.  
  
Debtors.

Chapter 11 cases  
  
Case No. 01-20393(TMT)  
  
Jointly Administered

**ORDER PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND  
BANKRUPTCY RULE 6004 APPROVING AND AUTHORIZING THE SALE OF  
CERTAIN ASSETS OF THE DEBTORS TO VIKING CAPITAL VENTURES, INC.,  
FREE AND CLEAR OF ANY AND ALL LIENS, CLAIMS, ENCUMBRANCES,  
LIABILITIES, LEASES AND INTERESTS**

Upon the motion (the "Motion") of the above-captioned debtors and debtors-in-possession (the "Debtors"), for an order, pursuant to sections 105(a), 363(b) and (f) and 1146(c) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") *inter alia*, (i) approving and authorizing the sale of certain of the Debtors' assets free and clear of any and all liens, claims, encumbrances, liabilities, leases and interests (collectively "Encumbrances") and exempt from any stamp, transfer, recording or similar tax and (ii) approving certain sale procedures to be used in connection with such sale; and upon the Order of this Court dated February 15, 2001 (the "Order") *inter alia*, (i) authorizing an auction of the sale of the Debtors' assets to take place on March 13, 2001 (the "Auction"); (ii) approving the terms and conditions of the Auction, including bidding procedures related thereto (the "Bidding Procedures"); and (iii) fixing hearings to approve the Auction results.

And it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334 and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A),(M) and (O); And

it appearing that good and sufficient notice of the Motion has been given to (i) the Office of the United States Trustee, (ii) the Official Committee of Unsecured Creditors (the "Committee"), (iii) Banc of America Commercial Finance Corp., as agent for the Debtors' pre-petition lenders (the "Bank"), (iv) all parties who have filed a notice of appearance in these Chapter 11 cases, and (v) parties asserting mortgages or liens, if any, on the real property and personal property described in the Asset Purchase Agreement (as defined below) (the "Assets.")

NOW, THEREFORE, the Court hereby finds as follows:

- A. The Assets were properly auctioned at the Auction in accordance with the Bidding Procedures;
- B. The sale and transfer of the Assets to Rutt Custom Kitchens, LLC and Heritage Custom Cabinetry, LLC, wholly owned subsidiaries of Viking Capital Ventures, Inc. (collectively "Viking") on the terms set forth in the Asset Purchase Agreement by and between Viking and the Debtors (the "Contract"), attached hereto as Exhibit A, is in the best interests of the Debtors, their estates and their creditors, and the Debtors have articulated good and sufficient business justification to transfer the Assets to Viking on the terms set forth in the Contract.
- C. The terms of the Contract are fair and reasonable and the price to be paid by Viking pursuant to the Contract represents the highest and best offer for the Assets.
- D. The Bidding Procedures afforded a full and fair opportunity for any entity to make a higher and better offer to purchase the Assets.
- E. A reasonable opportunity to object to be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities, parties, if any, who are known to claim interests or liens upon the Assets.

MAR-16-2001 10:06

US BKY COURT RDG

510 320 320 110710

F. Viking executed the Contract in good faith and at arm's length. Viking is entitled to the protections of a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code with respect to the transaction approved hereby.

G. The Assets may be sold pursuant to Section 363(f) of the Bankruptcy Code, free and clear of any Encumbrance upon the Assets.

H. The transfer of the Assets is necessary to the Debtors' liquidation efforts and will be integral to any Chapter 11 plan proposed by the Debtors in these cases, and is deemed reasonably necessary to the consummation of any chapter 11 plan (s) pursuant to section 1146(c) of the Bankruptcy Code.

ACCORDINGLY, after due deliberation, and sufficient cause appearing therefore, it is hereby

ORDERED that the Motion is granted to the extent provided below; and it is further

ORDERED that any objections to the sale and transfer of the Assets that have not been withdrawn, waived or settled, and all reservations of rights therein, are overruled on the merits, except as specifically set forth below; and it is further

ORDERED that the terms and conditions of the Contract are hereby approved, and the transfer of the Assets is hereby authorized under sections 363(b) and (f) of the Bankruptcy Code; and it is further

ORDERED that the Debtors are authorized to execute and deliver, and empowered to fully perform under, consummate and implement, the Contract, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Contract; and it is further

MAR-16-2001 10:06

US BKY COURT RDG

610 320 5257 H. W. S. R.

ORDERED that pursuant to section 363(f) of the Bankruptcy Code and Bankruptcy Rule 6004(c) the Debtors be, and hereby are, authorized to transfer the Assets free and clear of any and all Encumbrances, with all such Encumbrances to attach to the proceeds of such transfer in the order of their priority, with the same validity, force and effect which they now have as against the Assets; and it is further

ORDERED that except as may be expressly permitted by the Contract, all persons and entities holding Encumbrances of any kind and nature with respect to the Assets are hereby barred from asserting Encumbrances against Viking, its successor or assigns, or the Assets: and it is further

ORDERED that if any person or entity that has filed financing statements or other documents or agreements evidencing Encumbrances on the Assets shall not have delivered to the Debtors prior to the Closing (in proper form for filing and executed by the appropriate parties), termination statements, instruments of satisfaction, releases of all Encumbrances that the person or entity has with respect to such Assets, the Purchaser hereby is authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Assets. The foregoing notwithstanding, the provision of this Order authorizing the transfer of the Assets free and clear of Encumbrances shall be self-executing, and notwithstanding the failure of the Debtors, Viking or any other party to execute, file or obtain releases, terminating statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof, all Encumbrances on such Assets shall be deemed released; and it is further

ORDERED that this Order shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies.

MAR-16-2001 12:07

US BKY COURT RDG

610 320 527 7.00/01

recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons or entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or may be required to report to or insure title or state of title in or to any of the Assets. Each and every 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 transactions contemplated by the Contract, including without limitation, documents and instruments for recording in any governmental agency or department required to transfer to Viking any and all licenses under the Debtors' ownership necessary for the operation associated with the Property, and county and state offices wherein terminating statements under the Uniform Commercial Code are authorized to be filed; and it is further

ORDERED that Viking shall be entitled to the protections of section 363(m) of the Bankruptcy Code; and it is further

ORDERED that this Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Contract, (ii) to resolve any disputes arising under or related to the Contract and (iii) to interpret, implement and enforce the provisions of this Order; and it is further

ORDERED that the Contract and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof; and it is further

ORDERED that, except as otherwise provided herein, all proceeds of the transfer of the Assets shall be deposited into a segregated, interest-bearing account (the "Account") of the Debtors and be held therein until further order of this Court upon written notice to the Debtors,

*The United States  
Trustee,*

303000

TRADEMARK

REEL: 002680 FRAME: 0302

MAR-16-2001 10:07

US BKY COURT RDG

014 JEE JEE

the Bank, the Official Committee of Unsecured Creditors and holders of Encumbrances on the Assets; and it is further

ORDERED that the transfer of the Assets shall be, and hereby is, deemed exempt from state and local transfer taxes pursuant to section 1146(c) of the Bankruptcy Code or otherwise, and the recordation of any and all instruments to evidence the transfer shall not be subject to transfer, recordation stamp or similar tax; and it is further

~~ORDERED that any sums necessary to pay the items referred to in the preceding decretal paragraph shall be placed into escrow with the title company pending confirmation of a plan or further order of this Court; and it is further~~

ORDERED that in accordance with Bankruptcy Rule 6004(g), this Order shall be effective and enforceable immediately upon entry.

Dated: Reading, Pennsylvania  
March 13, 2001



Thomas Twardowski  
UNITED STATES BANKRUPTCY JUDGE

305000

-6-