

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank	BankBoston, N. A.	03/26/2004	a National Banking Association:

RECEIVING PARTY DATA	
Name:	Curtis-Rand Industries Inc.
Street Address:	115-120 Industrial Park Access Road
City:	New Hartford
State/Country:	CONNECTICUT
Postal Code:	06057
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2415495	CURTIS RAND
Registration Number:	2512028	GO PROMOS.COM PROMOTIONS MADE EASIER

CORRESPONDENCE DATA	
Fax Number:	(612)632-4230
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-632-3230
Email:	trademark@gpmlaw.com
Correspondent Name:	Gray, Plant, Mooty, Mooty & Bennett, PA
Address Line 1:	P.O. Box 2906
Address Line 4:	Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER:	95093-CURTIS-RAND RELEASE
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NAME OF SUBMITTER:	Tiffany Larson, Paralegal
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Total Attachments: 14
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
NEW HAVEN DIVISION

In re:) CHAPTER 11
)
EXECUTIVE GREETINGS, INC., *et al.*,¹) CASE No. 03-36220
) through 03-36225
Debtors.) (Jointly Administered)

RE: 135

ORDER UNDER 11 U.S.C. §§ 105 AND 363 APPROVING AND AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS PURSUANT TO THE TERMS OF THE AMENDED AND RESTATED ASSET PURCHASE AGREEMENT BETWEEN THE DEBTORS AND TAYLOR CORPORATION

Upon the Amended Motion for Order Authorizing Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and Interests (the "Motion") of Executive Greetings, Inc., *et al.* (the "Debtors"), for an order under 11 U.S.C. §§ 105 and 363 approving and authorizing the Debtors to sell (the "Sale"), pursuant to the terms and conditions of an Asset Purchase Agreement dated as of December 18, 2003, as amended by a First Amendment to Asset Purchase Agreement dated as of March 4, 2004, between the Debtors and Taylor Corporation (the "Asset Purchase Agreement"), subject to the receipt of higher or better offers, substantially all of the Debtors' assets to Taylor Corporation free and clear of all liens, claims, encumbrances and interests, including (i) the pre-petition liens securing the Debtors' obligations to Fleet National Bank, Harris Trust and Savings Bank, Webster Bank, First Source Loan Obligations Trust, Antares Capital Corporation, Heller Financial, Inc., Sovereign Bank, and GSC Partners Gemini Fund Limited (the "Bank Group"), and (ii) the post-petition liens

¹ The Debtors are the following entities: Executive Greetings, Inc., Grayarc Company, Inc., The Drawing Board, Inc., TheDrawingBoard.Com, Inc., Curtis-Rand Industries, Inc., and Baldwin Cooke Company, Ltd.

securing the Debtors' obligations to the Bank Group, and (iii) all other liens, if any, but subject to certain liens as was specified in the Asset Purchase Agreement;

Upon this Court's Order (A) Authorizing and Approving Form of "Stalking Horse" Agreement, Bidding Procedures and Break-up Fee, (B) Scheduling an Auction and Sale Hearing, and (C) Granting Related Relief, All in Connection With the Sale of Substantially All of the Debtors' Assets, dated February 23, 2004 (the "Bid Procedure Order"), scheduling, among other things, a hearing with respect to approval of the Asset Purchase Agreement (the "Sale Hearing"), and (together with this Court's Order Prescribing and Limiting Notice of Debtors' Motion to Authorize Sale of Substantially All of the Debtors Assets, dated March 5, 2004 (the "Notice Order")) prescribing the form and manner of notice thereof (the "Notice"), approving bidding procedures relating to the proposed Sale, and authorizing the payment to Taylor Corporation of the Break-up Fee described in Section 8.10(c) of the Asset Purchase Agreement; and

Due notice of the proposed Sale, the Motion, this Order, the Bid Procedure Order, the Notice Order, and the Sale Hearing having been given to all parties entitled to notice under the Bid Procedure Order and the Notice Order, as evidenced by the Certificates of Service and notice of publication previously filed with this Court and affirmed on the record in this proceeding; and

An auction having been conducted by the Debtors on March 24, 2004, at which time "Qualified Bidders", as defined in the Bid Procedure Order, were given the opportunity to bid for the "Purchased Assets", as defined in the Amended and Restated Asset Purchase Agreement described below, and the Debtors having received multiple bids from Taylor Corporation and one other Qualified Bidder, the highest and best bid together with other good and valuable consideration having been received from Taylor Corporation (the "Purchaser"), and the Debtors and the Purchaser having entered into an Amended and Restated Asset Purchase Agreement

dated as of March 24, 2004 (the "Amended and Restated Asset Purchase Agreement"), setting forth the terms and conditions of the Purchaser's highest and best bid at the auction; and

The Sale Hearing having been held before this Court on March 26, 2004, to approve the Sale pursuant to the Amended and Restated Asset Purchase Agreement, at which time all parties in interest were afforded an opportunity to be heard, and the Court having considered the evidence both for and against approval of the Sale to be effective as of the "Closing Date" as defined in the Amended and Restated Asset Purchase Agreement.

NOW, THEREFORE, based upon all of the pleadings previously filed by the Debtors and other interested parties in connection with the Bid Procedure Order, the Notice Order, the Motion, the Sale, the evidence presented, attested to, or adduced at or in connection with the Sale Hearing, and upon the entire record of the Sale Hearing, and after due deliberation thereon, and good cause appearing therefore;

IT IS HEREBY FOUND AND DETERMINED AS FOLLOWS:

**I.
FINDINGS OF FACT:**

The Court hereby makes the following Findings of Fact:

A. Basis For Section 363 Sale

1. Time is of the essence in consummating the Sale. Accordingly, to maximize the value of the Purchased Assets it is essential that the sale of the Purchased Assets occur within the time constraints set forth in the Amended and Restated Asset Purchase Agreement.

2. The Bank Group and the Official Committee of Unsecured Creditors, the parties in interest most adversely effected by continued diminution in the value of the Debtors' estates, have thoroughly reviewed the Debtors' alternatives and have consented to the Sale pursuant to 11 U.S.C. § 363(f).

3. The Purchased Assets are property of the Debtors' estates and title thereto is vested in the estates.

4. There is no substantial likelihood that a rehabilitative plan of reorganization (as opposed to a plan of liquidation) can be proposed and confirmed in the near future.

B. Notice of Sale of The Purchased Assets

5. The Notice of the Sale Hearing, pursuant to the Certificates of Service filed with the Court by the Debtors on March 4, 2004, was transmitted to: (a) the Office of the United States Trustee; and (b) all (i) parties designated by the Court in the Bid Procedure Order and the Notice Order, (ii) entities known to the Debtors to possess and/or exercise any control over any of the Purchased Assets, (iii) entities known to the Debtors to assert any rights in any of the Purchased Assets, (iv) parties in interest and other entities and persons so entitled to notice and that are known to the Debtors, (v) parties having expressed interest in acquiring the Purchased Assets, (vi) entities that have requested notice in the Debtors' Chapter 11 cases, and (vii) holders of equity securities in the Debtors.

6. The Notice was adequate and sufficient under the circumstances of these Chapter 11 cases and this proceeding and complied with the various applicable requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the procedural due process requirements of the United States Constitution.

7. One bidder other than the Purchaser was qualified to make bids for the Purchased Assets and one bidder other than the Purchaser made bids at the auction on March 24, 2004.

C. Good Faith of Purchaser

8. ^{✓ Court having found that the purchaser has conducted itself in}
The ~~Purchaser is purchasing the Purchased Assets in good faith and is a good faith~~
purchaser within the meaning of 11 U.S.C. § 363(m), and is ~~therefore~~ entitled to the protection of
to date and is therefore a good faith

and under Bankruptcy Code section 363(m) to that extent that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that (a) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, (b) the Purchaser agreed to the material provisions in the Bid Procedure Order and made the highest and best offer for the Purchased Assets at the auction, (c) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed, (d) the Purchaser has not violated 11 U.S.C. § 363(n) by any action or inaction, (e) the negotiation and execution of the Asset Purchase Agreement, the Amended and Restated Asset Purchase Agreement and any other agreements or instruments related thereto was in good faith, and (f) the Purchaser's highest and best bid was attained after competitive bidding in a public auction conducted in the presence of the estates' professionals and other interested parties.

D. Competing Offers

and 9. At the auction held on March 24, 2004, at the law offices of Reid and ~~Reid~~ *Reid*, P.C., One Financial Plaza, Hartford, Connecticut, various competing offers for the Purchased Assets ~~and~~ were submitted by the Purchaser and one other Qualified Bidder via competitive bid. The Purchaser's final offer at the auction was considered higher and better than any other competing offers. After due deliberation, the Debtors, after consultation with the Bank Group, the Official Committee of Unsecured Creditors, and SSG Capital Advisors, the Court-authorized financial advisor and exclusive sales agent for the Debtors, have recommended that the Purchaser's final offer at the auction, as set forth in the Amended and Restated Asset Purchase Agreement, be approved by the Court.

E. Approval Of Motion

10. Evidence supporting each of the findings of fact contained in this Order has been presented to this Court.

11. The Purchaser is a third party purchaser unrelated to the Debtors.

12. The purchase and sale terms, as set forth in the Amended and Restated Asset Purchase Agreement, are fair and reasonable under the circumstances of these Chapter 11 cases and this proceeding.

13. The Motion should be approved as it is in the best interests of creditors.

14. The Amended and Restated Asset Purchase Agreement represents a fair and reasonable offer for the Purchased Assets under the circumstances of these Chapter 11 cases and this proceeding.

15. The Sale is not being entered into in order to escape liability for the debts of the Debtors' estates.

16. The proceeds of the Sale of the Purchased Assets are proportionately higher than the Debtors would obtain from the sale of the Purchased Asset in a liquidation.

17. There is insufficient and inadequate ability to capitalize the existing business of the Debtors to remain viable and no rehabilitative plan of reorganization is likely in these cases.

F. The Purchaser is Not a Mere Continuation of Any or All of the Debtors

18. The following findings of fact relate to the conclusions of law set forth in Section II, subsection D, Paragraph 11, below:

a. Those of the Debtors' employees who are to be hired by the Purchaser are being hired under new employment contracts or other arrangements to be entered into or to become effective at or after the "Closing" as defined in the Amended and Restated Asset Purchase Agreement.

b. No common identity of incorporators, directors, or stockholders exists between the Purchaser and the Debtors.

c. The Purchaser is not purchasing any of the Debtors' assets which do not comprise property of the Debtors' bankruptcy estates.

d. The Sale is not being entered into fraudulently. The Sale has been properly noticed.

G. Miscellaneous

19. To the extent any Findings of Facts set forth in Section I, Paragraphs 1-18 and all sub-parts thereof herein constitute Conclusions of Law, the Court so concludes.

**II.
CONCLUSIONS OF LAW:**

The Court hereby makes the following Conclusions of Law:

A. Jurisdiction, Final Order And Statutory Predicates

1. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334.

2. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Rules 7054 and 9014 of the Federal Rules of Bankruptcy Procedure, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

3. This proceeding is a "core proceeding" within the meaning of 28 U.S.C. § 157(b)(2)(A), (N) and (O).

4. The statutory predicates for the Motion are 11 U.S.C §§ 105(a), 363(b) and 363(f) and Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (g), 9014, and 9019(a) of the Federal Rules of Bankruptcy Procedure.

5. The proposed Sale constitutes a sale of assets of the Debtors' estates other than in the ordinary course of business within the meaning of 11 U.S.C. § 363(b) and free and clear of interests within the meaning of 11 U.S.C. § 363(f).

B. Section 363 Sale

6. The Purchased Assets are property of the Debtors' estates and title thereto is vested in the estates.

7. The Debtors are authorized to sell property of their estates other than in the ordinary course of business, pursuant to 11 U.S.C. § 363(b), free and clear of "Liens", as defined in the Amended and Restated Asset Purchase Agreement, pursuant to 11 U.S.C. § 363(f).

8. The Bank Group has consented to the sale of the Purchased Assets on which they possess or assert Liens and agree that their respective Lien interests shall attach to the proceeds of the Sale to the same extent and validity as their interests may appear and in the same priority presently existing between them, and no secured creditor has objected to the Motion.

9. Given all of the circumstances of these Chapter 11 cases and the adequacy and fair value of the Purchase Price under the Amended and Restated Asset Purchase Agreement, the proposed Sale of the Purchased Assets to the Purchaser constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

C. Retention of Jurisdiction

10. It is necessary and appropriate for the Court to retain jurisdiction to interpret and enforce the terms and provisions of this Order and the Amended and Restated Asset Purchase Agreement and to adjudicate, if necessary, any and all disputes concerning any right, title, (alleged) property interest, including ownership claims, relating to the Purchased Assets and the

proceeds thereto, as well as the extent, validity and priority of all Liens relating to the Purchased Assets.

D. No Successor Liability

11. The Purchaser does not constitute a successor to any or all of the Debtors or their estates.

a. The Sale does not amount to a consolidation, merger or *de facto* merger of the Purchaser and any or all of the Debtors or their estates.

b. The Purchaser is not merely a continuation of any or all of the Debtors or their estates, there is not substantial continuity between the Purchaser and any or all of the Debtors or their estates, and there is no continuity of enterprise between any or all of the Debtors or their estates and the Purchaser.

E. Miscellaneous

12. The proposed Sale satisfies the standards set forth for the sale of substantially all of the assets of a Chapter 11 estate outside of a plan of reorganization set forth in *In re Lionel Corp.*, 722 F.2d 1063 (2d. Cir. 1983).

13. To the extent that any Conclusion of Law set forth in Section II, Paragraphs 1-12 and all sub-parts thereof herein constitutes a Finding of Fact, the Court so finds.

Based on the foregoing Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

A. The relief requested in the Motion is granted and approved in all respects. The Amended and Restated Asset Purchase Agreement and the Sale are hereby approved in all respects.

B. The Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Purchased Assets to the Purchaser (including, without limitation, to convey to the Purchaser any and all of the Purchased Assets intended to be

conveyed) and the Closing of the Sale in accordance with the Motion, the Amended and Restated Asset Purchase Agreement and this Order, and (ii) perform, consummate, implement and close fully the Amended and Restated Asset Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Amended and Restated Asset Purchase Agreement.

C. Upon the Closing, the Purchased Assets transferred, sold, and delivered to the Purchaser shall be free and clear of Liens, including, without limitation, all encumbrances, interests, obligations, liabilities, contractual commitments, claims, including, without limitation, any theory of successor liability, *de facto* merger, or substantial continuity, whether based in law or equity, employee benefit obligations (including, without limitation, under the Employee Retirement Income Security Act, and the Comprehensive Omnibus Budget Reconciliation Act), the Comprehensive Environmental Response, Clean-up and Liability Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right to Know Act and all other environmental laws, any security interest, mortgage, lien, charge against or interest in property, adverse claim, claim of possession, right of way, license, easement or restriction of any kind, including, without limitation, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership or any option to purchase, option, charge, retention agreement that is intended as security or other matters of any person or entity including, without limitation, the Bank Group, that encumber or relate to or purport to encumber or relate to the Purchased Assets, except only the "Permitted Liens" as defined in the Amended and Restated Asset Purchase Agreement. By purchasing and acquiring the Purchased Assets, the Purchaser does not assume or become subject to any Lien, "Claim" (as defined in the Amended and

Restated Asset Purchase Agreement), or liability except as expressly set forth in the Amended and Restated Asset Purchase Agreement.

D. The Purchaser is not a successor to any or all of the Debtors or their estates by reason of any theory of law or equity and the Purchaser shall not assume or in any way be responsible for any liability or obligation of any or all of the Debtors or their estates, except as otherwise expressly provided in the Amended and Restated Asset Purchase Agreement.

E. Effective on the date of entry of this Order, except as otherwise expressly provided in the Amended and Restated Asset Purchase Agreement, all entities, including, without limitation, the Debtors, their creditors, employees, former employees and equity security holders, administrative agencies, governmental departments, secretaries of state, federal, state and local officials maintaining any authority relating to environmental laws, and their respective successors or assigns, shall be permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind against the Purchaser as alleged successor or otherwise with respect to any Liens arising out of or related to the Purchased Assets or the Sale.

F. Each and every term and provision of the Amended and Restated Asset Purchase Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon the Debtors, their estates, their creditors and their equity security holders, all entities and third parties, administrative agencies, governmental departments, secretaries of state, federal, state and local officials maintaining any authority relating to environmental laws, and their respective successors or assigns, including, without limitation, all non-Debtor parties to executory contracts or unexpired leases that may be assigned to the Purchaser under the Amended and Restated Asset Purchase Agreement and persons asserting any Lien against or

interest in any or all of the Debtors' estates or any of the Purchased Assets to be sold and assigned to the Purchaser irrespective of any action commenced that contests any or all of the Debtors' authority to sell and assign the Purchased Assets or that seeks to enjoin such Sale and/or assignment.

G. Except as otherwise expressly provided in the Amended and Restated Asset Purchase Agreement, any entity holding Liens of any kind and nature are hereby barred from asserting such Liens against the Purchaser and/or the Purchased Assets and, effective upon the transfer of the Purchased Assets to the Purchaser at the Closing, the Liens shall attach to the proceeds of the Sale with the same force, validity, priority and effect, if any, as the Liens formerly had against the Purchased Assets.

H. This Order: (a) is and shall be effective as a determination that, upon Closing, all Liens existing as to the Purchased Assets conveyed to the Purchaser, other than the Permitted Liens, have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated, and (b) shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and 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 who may be required to report or insure any title or state of title in or to any of the Purchased Assets conveyed to the Purchaser; and (c) adjudges and declares that all Liens of record as of the date of this Order, other than the Permitted Liens, shall be forthwith removed and stricken as against the Purchased Assets. All such entities described above in this Paragraph H are

authorized and specifically directed to strike all such recorded Liens against the Purchased Assets, other than the Permitted Liens, from their records, official and otherwise and including, without limitation, the Liens asserted by the Bank Group.

I. If any person or entity that has filed statements or other documents or agreements evidencing Liens on, or interests in, the Purchased Assets, other than the Permitted Liens, 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 liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens that the person or entity has or may assert with respect to the Purchased Assets, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

J. Any and all Purchased Assets in the possession or control of any person or entity, including, without limitation, any former vendor, supplier or employee of the Debtors (a) shall be transferred to the Purchaser free and clear of all Liens, other than the Permitted Liens, and (b) shall be delivered at the Closing to the Purchaser at 115-120 Industrial Park Access Road, New Hartford, Connecticut.

K. Nothing contained in any order of any type or kind entered in these Chapter 11 cases or any related proceeding subsequent to entry of this Order shall conflict with or derogate from the provisions of the Amended and Restated Asset Purchase Agreement or the terms of this Order, including, without limitation, any plan of reorganization (whether a liquidating plan or otherwise) of any or all of the Debtors.

L. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

M. The failure specifically to include any particular provision of the Amended and Restated Asset Purchase Agreement in this Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Amended and Restated Asset Purchase Agreement and each and every provision, term, and condition thereof be and, therefore, is authorized and approved in its entirety.

N. The sale of the Purchased Assets pursuant to the Amended and Restated Asset Purchase Agreement is hereby approved and the bid of the Purchaser as set forth in Amended and Restated Asset Purchase Agreement is hereby deemed to be the highest and best offer for the acquisition of the Purchased Assets.

O. Nothing contained in this Order or in the Amended and Restated Asset Purchase Agreement shall, as to the State of Connecticut: (a) release or nullify liability, if any, of the Purchaser owed to a domestic governmental entity under environmental statutes or regulations to the extent such environmental statutes or regulations would apply to impose liability on the Purchaser if it is found to be an owner or operator of any of the Purchased Assets after the Closing Date; or (b) impair or restrict any domestic governmental entity's ability to pursue all of its rights and remedies in a non-bankruptcy forum against any entity that is the owner or operator of the Purchased Assets after the Closing Date.

P. This Order shall be effective immediately upon entry and Federal Rule of Bankruptcy Procedure 6004(g) is waived, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, applies with respect to this Order.



3/26/04

ALBERT S. DABROWSKI
CHIEF UNITED STATES BANKRUPTCY JUDGE