

05-18-2004

PTO  
Office  
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To the Honorable Assistant Secretary and Commissioner of Patents a original document(s) or copy(ies) thereof.

1. Name of conveying party(ies): ACCUTECH PLASTICS, INC.

Individual(s)       Association

General Partnership       Limited Partnership

Corporation-State Massachusetts

Other Limited liability company

Additional name(s) of conveying party(ies) attached?

Yes or  No?

OFFICE OF PUBLIC RECORDS  
2004 MAY 12 AM 9:15  
FINANCE SECTION

2. Name and address of receiving party(ies):  
Name: HIG Recovery Fund, Inc.  
Street Address c/o H.I.G. Capital, L.L.C  
1001 Brickell Key Drive, 27<sup>th</sup> Floor  
Miami, Florida 33131

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation Delaware

Other

If assignee is not domiciled in the United States, a domestic Representative designation is attached:  Yes or  No? (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes or  No?

3. Nature of conveyance:

Assignment of Interest       Merger

Security Agreement       Change of Name

Execution Date: April 30, 2004

4. Application number(s) or registration number(s): Attorney Docket No.:

A. Trademark Application No.(s): \_\_\_\_\_

B. Trademark Registration No.(s) 2,218,124

Additional numbers attached?  Yes or  No?

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

Name: Greenberg Traurig, P.A. Attn: Manuel Valcarcel, Esq.

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

Street Address: 1221 Brickell Avenue

City: Miami, State: Florida ZIP: 33131

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41).....\$40.00

Enclosed

Authorized any deficiency to be charged to deposit account

8. Deposit account Number: 50-1792

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Manuel R. Valcarcel, Esq.      *Manuel R. Valcarcel*      May 8, 2004

Name of Person Signing      Signature      Date

Total number of pages including cover sheet(s): 27

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Mail Stop Assignment Recordation Services  
Director of the United States Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

05/17/2004 DBYRNE 00000037 2218124

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of this 30<sup>th</sup> day of April, 2004 ("Effective Date") by DAY'S MOLDING & MACHINERY, L.L.C., DAY'S PROPERTIES, L.L.C., GOLSTON COMPANY, WILDERNESS MOLD, L.L.C., MILL VALLEY MOLDING, L.L.C., ACCUTECH PLASTICS, INC. and BROOKFIELD GROUP, L.L.C, with principal offices at c/o 62 Central Street, West Brookfield, Massachusetts, 01585 (collectively, the "Assignors"), to and in favor of **HIG RECOVERY FUND, INC.**, a Delaware corporation, with its principal office at c/o H.I.G. Capital, L.L.C., 1001 Brickell Bay Drive, 27<sup>th</sup> Floor, Miami, Florida 33131 ("Assignee").

**WHEREAS**, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of January 27, 2004, as amended (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement and the Order Under Sections 105(a), 363, 365 and 1146(c) of the U.S. Bankruptcy Code issued on April 9, 2004 by the United States Bankruptcy Court for the District of Massachusetts, Western Division, in the case styled In re: Brookfield Group, L.L.C. et. al., Jointly Administered Case No. 04-40413 HJB, a copy of which Order is attached hereto as Exhibit A, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all of Assignors' rights, title and interest, free and clear of all liens, claims and encumbrances, in and to all of their trademarks, including, but not limited to, all United States and foreign trademark registrations, pending applications, common law trademark rights and all other rights with respect to the unregistered trademarks and the trade names and assumed names set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee each of their entire right, title and interest in and to the Marks free and clear of all liens, claims and encumbrances, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignors each represent and warrant that (i) they are the sole and exclusive owners of the entire right, title and interest in and to the Marks (including the rights set forth

above), free and clear of any liens, security interests or other encumbrances of any kind; (ii) they have the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) that they have not executed and will not execute, any agreement or other instrument in conflict herewith.

Assignors shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignors) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed by their respective duly authorized representative as of the Effective Date.

DAY'S MOLDING & MACHINERY,  
L.L.C.

By: Mark Contor  
Name: Mark Contor  
Title: CRO

STATE OF New York )  
COUNTY OF New York )

SS: **MARY F. KHALAF**  
Notary Public, State of New York  
No. 01KH6101167  
Qualified in New York County  
Commission Expires November 03, 2007

The foregoing Assignment was acknowledged before me this 30<sup>th</sup> day April, 2004 by Mark E. Contor, the CRO of DAY'S MOLDING & MACHINERY, L.L.C, a Delaware limited liability company. He is personally known to me or has produced NYSDL #539622769 as identification.

Notary: Mary F. Khalaf  
Print Name: Mary F. Khalaf

[NOTARIAL SEAL]  
Notary Public, State of New York  
My commission expires:

DAY'S PROPERTIES, L.L.C.

By: Mark Contor  
Name: Mark Contor  
Title: CRO

STATE OF New York )  
COUNTY OF New York )

SS: **MARY F. KHALAF**  
Notary Public, State of New York  
No. 01KH6101167  
Qualified in New York County  
Commission Expires November 03, 2007

The foregoing Assignment was acknowledged before me this 30<sup>th</sup> day April, 2004 by Mark E. Contor, the CRO of DAY'S PROPERTIES, L.L.C, a limited liability company organized under the laws of the State of Michigan. He is personally known to me or has produced as identification.

Notary: Mary F. Khalaf  
Print Name: Mary F. Khalaf

[NOTARIAL SEAL]  
Notary Public, State of New York  
My commission expires: 11/03/07

GOLSTON COMPANY

By: Mark Cantor  
Name: Mark Cantor  
Title: CEO

STATE OF New York )  
COUNTY OF New York )

SS: MARY F. KHALAF  
Notary Public, State of New York  
No. 01KH6101167  
Qualified in New York County  
Commission Expires November 03, 2007

The foregoing Assignment was acknowledged before me this 30<sup>th</sup> day April, 2004 by Mark E. Cantor, the CEO of GOLSTON COMPANY, a Delaware corporation. He is personally known to me or has produced NYS DL 339632769 as identification.

Notary: Mary F. Khalaf  
Print Name: Mary F. Khalaf

[NOTARIAL SEAL]  
Notary Public, State of New York  
My commission expires: 11/03/07

WILDERNESS MOLD, L.L.C.

By: Mark Cantor  
Name: Mark Cantor  
Title: CEO

STATE OF New York )  
COUNTY OF New York )

SS: MARY F. KHALAF  
Notary Public, State of New York  
No. 01KH6101167  
Qualified in New York County  
Commission Expires November 03, 2007

The foregoing Assignment was acknowledged before me this 30<sup>th</sup> day April, 2004 by Mark E. Cantor, the CEO of WILDERNESS MOLD, L.L.C., a Delaware limited liability company. He is personally known to me or has produced NYS DL 339632769 as identification.

Notary: Mary F. Khalaf  
Print Name: Mary F. Khalaf

[NOTARIAL SEAL]  
Notary Public, State of New York  
My commission expires: 11/03/07

MILL VALLEY MOLDING, L.L.C.

By: [Signature]  
Name: Mark Cantor  
Title: CEO

STATE OF New York )  
COUNTY OF New York )

SS: **MARY F. KHALAF**  
**Notary Public, State of New York**  
**No. 01KH6101167**  
**Qualified in New York County**  
**Commission Expires November 03, 2007**

The foregoing Assignment was acknowledged before me this 30<sup>th</sup> day April, 2004 by Mark E Cantor, the CEO of MILL VALLEY MOLDING, L.L.C., a Delaware limited liability company. He is personally known to me or has produced N45DL 539632769 as identification.

Notary: [Signature]  
Print Name: Mary F. Khalaf

[NOTARIAL SEAL]  
Notary Public, State of New York  
My commission expires: 11/03/07

ACCUTECH PLASTICS, INC.

By: [Signature]  
Name: Mark Cantor  
Title: CEO

STATE OF New York )  
COUNTY OF New York )

SS: **MARY F. KHALAF**  
**Notary Public, State of New York**  
**No. 01KH6101167**  
**Qualified in New York County**  
**Commission Expires November 03, 2007**

The foregoing Assignment was acknowledged before me this 30<sup>th</sup> day April, 2004 by Mark E Cantor, the CEO of ACCUTECH PLASTICS, INC., a corporation organized under the laws of the Commonwealth of Massachusetts. He is personally known to me or has produced N45DL 539632769 as identification.

Notary: [Signature]  
Print Name: Mary Khalaf

[NOTARIAL SEAL]  
Notary Public, State of New York  
My commission expires: 11/03/07



**EXHIBIT A**

**BANKRUPTCY COURT SALE ORDER**



**SCHEDULE A**

**TRADEMARKS**

**Unregistered Trade Names**

All common law rights in and to:

Brookfield Group, LLC  
Day's Molding & Machinery, LLC  
Day's Properties, LLC  
Golston Company dba Golston PProducts Solutions Company  
Accutech Plastics, Inc.  
Accutech Plastics, LLC  
SCITECH Plastics Group New England Molding Center – Marlborough  
SCITECH Plastics Group New England Molding Center – West Hatfield  
SCITECH Plastics Group New England Tool Development Center  
SCITECH Plastics Group Midwest Molding Center  
SCITECH Plastics Group Southwest Molding Center  
SCITECH Rapid Solutions  
Brookfield Machine  
Brookfield Rapid Solutions  
Mill Valley Molding  
Wilderness Mold  
Brookfield Innovations

**Registered Trademarks**

ACCUTECH, owned by AccuTech Plastics, Inc., U.S. Trademark Reg. No. – 2,218,124

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

In re:  
BROOKFIELD GROUP, L.L.C., et al.,  
Debtors.

Chapter 11  
Jointly Administered Under  
Case No. 04 -40413 HJB

**ORDER UNDER SECTIONS 105(a), 363, 365 AND 1146(c) OF THE  
BANKRUPTCY CODE, BANKRUPTCY RULES 2002, 6004 AND 6006 AND  
LOCAL RULE 6004-1 (A) APPROVING SALE OF SUBSTANTIALLY ALL THE  
DEBTORS' ASSETS, FREE AND CLEAR OF ALL LIENS, CLAIMS AND  
ENCUMBRANCES TO HIG RECOVERY FUND, INC.; (B) AUTHORIZING  
THE SALE, ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SUCH  
SALE; (C) MAKING DETERMINATION OF CURE AMOUNTS WITH  
RESPECT TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN  
CONNECTION WITH SUCH SALE; AND (D) GRANTING RELATED RELIEF**

Upon the motion of the Day's Molding & Machinery, L.L.C. ("Day's Molding"), Day's Properties, L.L.C., Golston Company, Wilderness Mold, L.L.C. ("Wilderness"), Mill Valley Molding, L.L.C ("Mill Valley"), Accutech Plastics, Inc. ("Accutech") and Brookfield Group, L.L.C. ("Brookfield") as Debtors (collectively, the "Debtors") in the above-captioned cases, seeking entry of an Order Under Sections 105(a), 363, 365 and 1146(c) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006 and Local Rule 6004-1 (A) Approving Sale of Substantially All the Debtors' Assets, Free and Clear of All Liens, Claims and Encumbrances to HIG Recovery Fund, Inc.; (B) Authorizing the Sale, Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Such Sale; (C) Making Determination of Cure Amounts with Respect to Executory Contracts and Unexpired Leases in Connection with Such Sale and (D) Granting Related Relief, dated January 28, 2004 (Docket No. 17) (the "Sale Motion") under sections 105(a), 363, 365 and 1146(c) of title 11 of the United States Code (the "Bankruptcy Code"), and rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy

Procedure (the "Bankruptcy Rules"), and rule 6004-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Massachusetts, (a) authorizing the Debtors' sale of the Acquired Assets, in accordance with the terms and conditions of the asset purchase agreement, dated as of January 27, 2004, between the Debtors and HIG Recovery Fund, Inc., a Delaware corporation ("HIG Recovery") or its assignees ("Buyer"), a copy of which was filed with this Court on January 28, 2004 (Docket No. 11), as amended by the Amendment to Asset Purchase Agreement, dated as of March 26, 2004, between the Debtors, the Debtors' Official Committee of Unsecured Creditors (the "Committee") and Buyer, a copy of which was filed with this Court on March 29, 2004 (Docket No. \_\_) (together, the "Purchase Agreement"), free and clear of all liens, claims and encumbrances other than the liens created by the Buyer (collectively, "Liens"), with such liens to transfer, affix, and attach to the proceeds of such sale, all as more fully set forth in the Sale Motion, (b) approving the Purchase Agreement, (c) authorizing the sale, assumption and assignment of certain executory contracts and unexpired leases in accordance with the terms of the Purchase Agreement (collectively, the "Assumed Executory Contracts") in connection with such sale, (d) making determinations of cure amounts with respect to the Assumed Executory Contracts and (e) granting related relief; and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and adequate notice of the Sale Motion having been given; and the appearances of all interested parties and all responses and objections to the Sale Motion, if any, having been duly noted at the hearing on the Sale Motion held on March 29, 2004 and April 2, 2004 (the "Sale Hearing"); and upon the record of the Sale Hearing, the Sale Motion, all

responses and objections, and the testimony given at the Sale Hearing; and after due deliberation and sufficient cause appearing therefor, the Court hereby

**FINDS AND DETERMINES THAT:**

A. 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.

B. Notice of the Sale Motion, the Auction, and the Sale Hearing has been given in accordance with Bankruptcy Rule 2002, 4001 and 6004 and 6006 and this Court's February 20, 2004 Order (A) Authorizing and Scheduling an Auction for the Sale of Substantially all of the Debtors' Assets Free and Clear of all Liens, Claims and Encumbrances; (B) Approving Bidding Procedures that will Govern the Sale; (C) Approving the form and manner of notice of the Sale and (D) Fixing Procedures for Determination of Cure Amounts with Respect to Executory Contracts and Unexpired Leases (Docket No. 75) (the "Bid Procedures Order"). The foregoing notice was reasonably calculated to provide notice to all prospective bidders and constitutes good and sufficient notice of the Sale Motion and the Sale Hearing, and no other or further notice of the Sale Motion, the Sale Hearing or the entry of this Order (the "Sale Order") need be given.

C. A reasonable opportunity has been afforded any interested party to make a higher and better offer for the Acquired Assets. No entity qualified to bid at the Auction, which was scheduled to be conducted on March 29, 2004 in accordance with the terms of the Bid Procedures Order, or showed up to bid at the Auction.

D. Emergent circumstances and sound business reasons exist for the Debtors'

sale of the Acquired Assets pursuant to the Purchase Agreement. Among other things, the value of the Debtors' business is deteriorating rapidly as a result of the Debtors' continued loss of money, customers and employees. Additionally, the Debtors project losing approximately \$250,000 per month going forward, and are at risk of losing additional customers and employees if their business is not sold quickly. Entry into the Purchase Agreement and consummation of the transactions contemplated thereby constitute the exercise by the Debtors of sound business judgment and such acts are in the best interests of the Debtors, their estates, and creditors.

E. The Purchase Agreement represents the highest and best offer received by the Debtors for the Acquired Assets, and the Buyer was determined by the Debtors, and the Committee to be the Successful Bidder (as defined in the Bid Procedures Order).

F. The sale consideration to be realized by the Debtors pursuant to the Purchase Agreement is fair and reasonable.

G. The transactions contemplated by the Purchase Agreement are undertaken by the Debtors and the Buyer at arm's length, without collusion and in good faith within the meaning of sections 363(m) and 364(e) of the Bankruptcy Code, and such parties are entitled to the protections of sections 363(m) and 364(e) of the Bankruptcy Code.

H. A sale of the Acquired Assets other than one free and clear of Liens would adversely affect the Debtors' bankruptcy estates and would be of substantially less benefit to the estates of the Debtors.

I. The decision to assume and assign the Assumed Executory Contracts is based on the reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates.

J. The Buyer has demonstrated adequate assurance of future performance with respect to each of the Assumed Executory Contracts.

K. As of the Petition Date, the Debtors were jointly and severally liable to HIG Recovery in the amount of \$22,959,348.00 (the "HIG Claim"). The HIG Claim is secured by a fully enforceable, non-avoidable, properly perfected security interest in substantially all of the Debtors' assets, including but not limited to the Acquired Assets. In addition to the HIG Claim, HIG Recovery is owed approximately \$650,000.00 since the Petition Date, based on additional advances made pursuant to this Court's March 15, 2004 Order Authorizing (A) Use of Cash Collateral Pursuant to 11 U.S.C. 363 (B) Grant of Adequate Protection Pursuant to 11 U.S.C. 361 and 363 Nunc Pro Tunc to the Petition Date and (C) Overadvances to the Debtors and Granting Liens and Super-Priority Claims Pursuant to 11 U.S.C. 364 (Docket No. 99) (the "Cash Collateral Stipulation"). The Buyer is entitled to credit bid all or a portion of the HIG Claim at the Auction in accordance with Section 363(k) of the Bankruptcy Code. The only objection to the Buyer's right to credit bid the HIG Claim has been withdrawn.

L. The Niigata Machines that are the subject of the Objection filed by Daiichi Jitsugyo (America), Inc. ("Daiichi") are property of the estates of Accutech and Mill Valley and such Debtors are liable for the unpaid costs of such machines according to the terms set forth in the Confirmations of Sale attached to Daiichi's Objection. As property of the Debtors' estates, the aforesaid Niigata Machines are, therefore, part of the Acquired Assets.

M. The robots that are the subject of the Objection filed by Star Automation, Inc. are property of Accutech, Mill Valley and Day's Molding and are, therefore,

**Acquired Assets.**

For all of the foregoing reasons and after due deliberation, the Court **ORDERS, ADJUDGES, AND DECREES THAT:**

1. The Sale Motion and the Purchase Agreement, and the transactions contemplated thereby are hereby approved.
2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to sell the Acquired Assets (including the Assumed Executory Contracts) to the Buyer upon the terms and subject to the conditions set forth in the Purchase Agreement, with such modifications as may be agreed to by the parties.
3. The Buyer is hereby authorized to credit bid the HIG Claim pursuant to Section 363(k) of the Bankruptcy Code in accordance with the Purchase Agreement.
4. Each of the Debtors and the Buyer are hereby authorized to take all actions and execute and deliver all documents, instruments and agreements (including but not limited to general releases of the Buyer) that the Debtors and the Buyer deem necessary or appropriate to implement and effect the transactions contemplated by the Purchase Agreement as such may be amended by the parties thereto, including but not limited to bills of sale, assignment documents, deeds and transition service agreements.
5. The sale of the Acquired Assets to the Buyer shall be free and clear of all Liens (other than Liens created by the Buyer) pursuant to section 363(f) of the Bankruptcy Code, whether known or unknown, including, but not limited to, any of the Debtors' creditors, vendors, suppliers, employees, executory contract counterparties, lessors, customers or users of goods manufactured or sold by the Debtors, and the Buyer shall not be liable in any way (under any theory of successor liability or otherwise) for any claims

that any of the foregoing or any other third party may have against any of the Debtors, provided further that, except as expressly provided in the Purchase Agreement, the free and clear delivery of the Acquired Assets shall include, but not be limited to, all asserted or unasserted, known or unknown, employment related claims, payroll taxes, employee contracts, employee seniority accrued while employed with any of the Debtors and successorship liability, with any and all valid and enforceable Liens thereon, including those asserted by any lender of the Debtors, shall be transferred, affixed, and attached to the net proceeds of such sale, with the same validity, priority, force, and effect as such Liens had upon the Acquired Assets immediately prior to the Closing (as defined in the Purchase Agreement).

6. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Claims (as defined in the Purchase Agreement) against or interests in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing Date (as defined in the Purchase Agreement), in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims or interests which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then upon the Closing and simultaneously with receipt by the Debtors of the Purchase Price (as defined in the Purchase Agreement) (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets at no cost to the Debtors, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or



otherwise recorded, shall constitute conclusive evidence of the release of all Claims against or interests in the Acquired Assets.

7. Effective as of the Closing, the sale of the Acquired Assets by the Debtors to the Buyer shall constitute a legal, valid, and effective transfer of the Acquired Assets and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Liens pursuant to section 363(f) of the Bankruptcy Code, subject only to the following conditions:

A. unless otherwise agreed by Buyer and MN Associates ("MN"), as a condition to the transfer of all Acquired Assets of Wilderness that are subject to liens and security interests in favor of MN, the Buyer shall pay to MN at Closing in cash an amount equal to \$193,505.66, less any amounts paid for the January, 2004 monthly payment, plus accrued interest at the non-default rate on the indebtedness of Wilderness to MN through Closing, plus 16% of the reasonable attorneys' fees incurred by MN in these Chapter 11 cases through Closing. In the event Buyer and MN cannot agree on the amount of attorneys' fees to be paid at Closing, the attorneys' fees asserted but not paid shall be secured by the bond or letter of credit provided for in the next paragraph of this order. All penalties provided for in the Wilderness bond documents and the difference between the default rate and non-default rate of interest shall also be secured by the bond or letter of credit provided for in the next paragraph of this order. This court shall determine the amount of interest and attorneys' fees payable to MN;

B. unless otherwise agreed by Buyer and MN, as a condition to transfer of the Acquired Assets of Brookfield that are the subject of liens or security interests in favor of MN, the Buyer shall pay to MN at Closing cash in an amount equal to the lesser of (i) the orderly liquidation value of each item of equipment determined by a written appraisal provided to MN by Buyer at Closing of Brookfield which Buyer purchases at Closing that is subject to a first priority security interest in favor of MN (the "MN Closing Payment") or (ii) \$938,588, less any amounts paid for the January, 2004 monthly payment, plus accrued interest and attorneys fees on the indebtedness of Brookfield to MN through Closing (the "MN Payoff Amount"); provided however, that if the MN Closing Payment is less than the MN Payoff Amount, then the Buyer shall post an irrevocable letter of credit with the draw subject to further order of the Court, or bond issued by a bonding company acceptable to MN at closing in an amount equal to the difference between the MN Payoff Amount and the MN Closing Payment, plus \$52,000 in respect of interest and attorneys' fees of MN which may accrue after Closing;

C. unless otherwise agreed by Buyer and Sturgis Bank & Trust Company ("Sturgis"), as a condition to transfer of the Acquired Assets that are the subject of liens or security interests in favor of Sturgis, the Buyer shall pay to Sturgis at Closing, cash in an amount equal to \$425,000.00. This payment is without prejudice to the right of

Sturgis to file a general unsecured claim against the Debtors' estates;

D. unless otherwise agreed by Buyer and CIT Group/Equipment Financing, Inc. ("CIT"), as a condition to transfer of the Acquired Assets that are the subject of liens or security interests in favor of CIT, the Buyer shall pay to CIT at Closing, cash in an amount equal to \$77,666.00 (the "CIT Payment Amount"), or shall post a letter of credit or bond in an amount equal to the difference between (a) the lesser of (i) the CIT Payment Amount or (ii) the value of the CIT property purchased by Buyer at Closing as determined by CIT, less (b) the amount paid to CIT by Buyer at Closing. If the Buyer does not pay in full the CIT Payment Amount at Closing, the Court shall conduct a hearing no later than one month after Closing, on reasonable notice by the Buyer to the relevant parties, to determine the amount, if any, required to be paid to CIT, and if the Court determines that the Buyer shall make any payment, such payment shall be made within 14 days after entry of the Court's order requiring such payment;

E. unless otherwise agreed by Buyer and Atlantic Charter Insurance Company ("Atlantic Charter"), as a condition to transfer of the insurance policy number WCA00489700 issued by Atlantic Charter to Brookfield that is the subject of the objection filed by Atlantic Charter (the "Brookfield Policy"), the Buyer shall pay to Atlantic Charter at Closing, cash in an amount equal to \$11,667.00 plus such additional amount as accrues prior to the Closing (the "Atlantic-Brookfield Payment Amount"), or shall post a letter of credit or bond in an amount equal to the difference between (a) the lesser of (i) the Atlantic-Brookfield Payment Amount or (ii) the amount owing by the Debtors to Atlantic Charter under the Brookfield Policy as determined by Atlantic Charter, less (b) the amount paid to Atlantic Charter by Buyer at Closing;

F. unless otherwise agreed by Buyer and Atlantic Charter, as a condition to transfer of the insurance policy number WCA00333201 issued by Atlantic Charter to Accutech that is the subject of the objection filed by Atlantic Charter (the "Accutech Policy"), the Buyer shall pay to Atlantic Charter at Closing, cash in an amount equal to \$15,775.00 plus such additional amount as accrues prior to the Closing (the "Atlantic-Accutech Payment Amount"), or shall post a letter of credit or bond in an amount equal to the difference between (a) the lesser of (i) the Atlantic-Accutech Payment Amount or (ii) the amount owing by the Debtors to Atlantic Charter under the Accutech Policy as determined by Atlantic Charter, less (b) the amount paid to Atlantic Charter by Buyer at Closing;

G. unless otherwise agreed by Buyer and Banknorth Leasing Corporation ("Banknorth"), as a condition to transfer of the Acquired Assets that are the subject of liens or security interests in favor of Banknorth (the "Banknorth Equipment"), the Buyer shall pay to Banknorth at Closing, cash in an amount equal to \$110,000.00. This payment is without prejudice to the right of Banknorth to file a general unsecured claim against the Debtors' estates or the right of Banknorth to exercise its rights against the guarantors to recover the deficiency still owing after the Debtors' sale of the Banknorth Equipment;

H. unless otherwise agreed to in writing by Buyer and Daiichi, as a condition

to the withdrawal of Daiichi's objection and the transfer of the Acquired Assets sold to the Debtors by Daiichi, including the Niigata Machines referred to in paragraph L of this Order, the Buyer shall pay to Daiichi at Closing, cash in an amount equal to \$25,000.00.

If the Buyer does not pay in full the MN Payoff Amount, the Atlantic-Brookfield Payment Amount or the Atlantic-Accutech Payment Amount at Closing, the Court shall conduct a hearing, on reasonable notice, to determine the amount, if any, required to be paid to MN or Atlantic Charter, as applicable.

8. The sale of the Acquired Assets to the Buyer under the Purchase Agreement will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of all applicable jurisdictions, including, but not limited to, the laws of Massachusetts.

9. The Buyer is hereby granted all of the protections provided to a good-faith purchaser under section 363(m) of the Bankruptcy Code.

10. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons (as defined in section 101(41) of the Bankruptcy Code) are hereby enjoined from taking any action against the Buyer or the Buyer's affiliates to recover any claim which such Person has against the Debtors or the Debtors' affiliates (as they exist immediately following the Closing).

11. The Debtors are authorized and directed to assign and transfer to the Buyer all of the Debtors' rights, title and interest (including common law rights) to all of the Debtors' intangible property to be assigned and transferred to the Buyer under the Purchase Agreement.

12. All objections and responses concerning the Sale Motion are resolved in accordance with the terms of this Sale Order and as set forth in the record of the Sale

Hearing and to the extent any such objection or response was not otherwise withdrawn, waived, or settled, they are, and all reservations and rights therein are, overruled and denied except to the extent set forth in this Order, including, without limitation, the objections filed by the Official Committee of Unsecured Creditors, MN, Christopher Nesbitt and Nancy Nesbitt, Sturgis Bank & Trust Company, Daiichi Jitsyugo (America), Inc., Star Automation, Inc., CIT, SDCO St. Martin, Inc., Banknorth Leasing Corporation and Atlantic Charter Insurance Company.

13. The Buyer has not assumed or otherwise become obligated for any of the Debtors' liabilities other than as expressly set forth in the Purchase Agreement, and the Buyer has not purchased any of the Excluded Assets. Consequently, all holders of liabilities or Claims are hereby enjoined from asserting or prosecuting any Claim or cause of action against the Buyer or Acquired Assets to recover on account of any Claim or liabilities other than Assumed Obligations. All persons having any interest in the Excluded Assets are hereby enjoined from asserting or prosecuting any claim or cause of action against the Buyer for any liability or Claim associated with the Excluded Assets.

14. The sale, assumption and assignment to Buyer of the Assumed Executory Contracts is approved pursuant to sections 363(b), (f) and (m) and 365(a) and (f) of the Bankruptcy Code. Notwithstanding anything to the contrary set forth in the previous sentence, the Debtors are not authorized to sell or assign to any entity other than HIG Recovery the Banknorth Lease or the lease between St. Martin and Accutech Plastics, Inc. without either the consent of Banknorth or St. Martin (as the case may be) or further order of this Court.

15. At Closing or as soon as is practicable thereafter, the Debtors shall pay to

the Assumed Executory Contracts cure amounts ( "Cure Amounts") in the amounts set forth in the schedule attached as Exhibit "A" hereto. The Cure Amounts in Exhibit "A," shall be deemed the entire cure obligation of the Debtors due and owing under section 365(b) of the Bankruptcy Code. The Buyer shall have no liability for any amounts under the Assumed Executory Contracts to the extent arising before Closing except as provided in the Purchase Agreement.

16. The Buyer shall assume the costs and obligations of the Debtors arising from and after the Closing under the Assumed Executory Contracts and shall assume obligations other than the Assumed Executory Contracts accruing thereunder prior to the Closing only to the extent expressly provided for in the Purchase Agreement. Upon assumption and assignment of any Assumed Executory Contract, the Debtors and the estates shall be relieved of any liability for breach of such Assumed Executory Contract occurring after such assignment pursuant to section 365(k) of the Bankruptcy Code.

17. The Buyer has provided adequate assurance of its future performance under each of the Assumed Executory Contracts and the proposed assumption and assignment of the Assumed Executory Contracts satisfies the requirements of the Bankruptcy Code including, inter alia, sections 365(b)(1) and (3) and 365(f) of the Bankruptcy Code to the extent applicable.

18. The Assumed Executory Contracts are valid and binding, in full force and effect and, except as provided in this Sale Order, enforceable in accordance with their terms.

19. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyer as a result of the assignment of the Assumed Executory

Contracts.

20. Any provision in any Assumed Executory Contract that purports to declare a breach or default as a result of a change of control in respect of the Debtors is unenforceable and all Assumed Executory Contracts shall remain in full force and effect. No sections or provisions of any Assumed Executory Contracts that purport to (i) prohibit, restrict, or condition the Debtors' assignment of the Assumed Executory Contract, including, but not limited to, the conditioning of such assignment on the consent of the non-debtor party to such partnership agreement or other Assumed Executory Contract, including, without limitation, partnership and shareholder agreements; (ii) authorize the dissolution of any partnership or determination, cancellation, or modification of the partnership interest or Assumed Executory Contract based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; or (iii) provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor third party to the Assumed Executory Contracts upon the occurrence of the conditions set forth in subsections (i) and (ii) above, shall have any force and effect with respect to the sale and assignment authorized by this Sale Order, and such provisions constitute unenforceable anti-assignment provisions under Section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under Section 365(e) of the Bankruptcy Code.

21. Each Assumed Executory Contract is in full force and effect and, upon Closing, except as provided for in the Purchase Agreement, no monetary or non-monetary default will exist thereunder, or event or occurrence which would constitute a default with the passage of time, giving of notice, or both, with respect to any material term,

condition, covenant, payment obligation or other obligations thereunder whether prepetition or postpetition in nature, other than any event of default existing as a result of the filing of these bankruptcy cases and monetary cure amounts which shall be cured at the Closing.

22. All parties to the Assumed Executory Contracts are forever barred and enjoined from raising or asserting against the Buyer or the Debtors any assignment fee, default or breach under, or any claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Executory Contracts existing as of the Closing or arising by reason of the Closing.

23. The Assumed Executory Contracts, upon assignment to the Buyer, shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Sale Order and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability, except for any cure obligations as herein provided.

24. Pursuant to sections 363(b), (f) and (m) and 365(a), (b) and (f) of the Bankruptcy Code, the assumption, assignment and sale to the Buyer of the Assumed Executory Contracts by the respective Debtor thereto shall be affected by this Sale Order, effective as of Closing.

25. The Assumed Executory Contracts, together with any amendments and modification of such Assumed Executory Contracts, constitute the Assumed Executory Contracts that are being assumed by and assigned to the Buyer by the Debtor party thereto.

26. Nixon Peabody LLP is directed to hold the Equity Give-Up in a segregated

interest-bearing account to be distributed only in accordance with further Order of this Court. The Unsecured Equity Give-Up shall be distributed only for the benefit of all non-priority allowed unsecured claims or in such other manner as the Committee and Buyer agree.

27. In consideration of the Secured Lender's grant of the Equity Give-Up and the payment of the Purchase Price, effective as of the Closing, the Buyer is hereby released from all claims (as defined in section 101(5) of the Bankruptcy Code) that the Debtors, their affiliates, the Committee or any party claiming through any of the foregoing may have against the Buyer or its affiliates, regardless of whether such claim accrued before or after the date of the filing of the Debtor's bankruptcy cases, except that the Buyer's obligation to make payments pursuant to the Cash Collateral Stipulation shall not be released.

28. This Court shall retain jurisdiction to interpret and enforce the provisions of the Purchase Agreement, the Bid Procedures Order and this Sale Order in all respects, including, but not limited to, any claims of entities that seek to enforce Excluded Obligations against the Buyer or the Acquired Assets, and further to hear and determine any and all disputes between the Debtors and/or the Buyer, as the case may be, and any non-debtors party to, among other things, any Assumed Executory Contracts concerning, inter alia, the Debtors' assumption and assignment thereof to the Buyer under the Purchase Agreement; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Purchase Agreement, Bid Procedures Order, or this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or



limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

29. The provisions of this Sale Order are nonseverable and mutually dependent.

30. This Sale Order shall inure to the benefit of and shall be binding on the Buyer, the Debtors, and their respective successors and assigns, including, but not limited to, any chapter 11 or chapter 7 trustee that may be appointed in the Debtors' cases and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with these cases or any other or further cases involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

31. Pursuant to section 1146(c) of the Bankruptcy Code, the transactions contemplated by the Purchase Agreement, including, but not limited to, the transfer of the Acquired Assets to the Buyer, recordation of evidence thereof, the granting mortgages and security interests in the Acquired Assets by the Buyer, and the recordation of evidence thereof by the Buyer or grantee of such mortgages and security interests are determined to be under or in contemplation of a plan to be confirmed under section 1129 of the Bankruptcy Code in that the net proceeds of the sale of the Acquired Assets are essential and required to fund a chapter 11 plan for the Debtors, and therefore, are exempt from any transfer, stamp or similar tax or any so-called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with the Debtors' sale and transfer of the Acquired Assets to the Buyer.

32. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors are relieved from any further liability with respect to Assumed Executory Contracts after

assumption and assignment to the Successful Bidder. 11 U.S.C. § 365(k).

33. 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 Purchase Agreement and this Sale Order.

34. This Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the automatic stay of orders (i) authorizing the sale, use, or lease of property of the estate, as set forth in Bankruptcy Rule 6004(g) and (ii) authorizing the assumption and assignment of an executory contract or unexpired lease, as set forth in Bankruptcy Rule 6006(d), shall not apply to this Sale Order.

Dated: April 09, 2004

  
United States Bankruptcy Judge

**EXHIBIT REGISTER**

Exhibit A

Schedule of Cure Amounts

Exhibit B

Legal Description of Purchased Real Property